

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION**

IN RE:

CASE NO. 25-31257

DIOCESE OF ALEXANDRIA

DEBTOR¹

CHAPTER 11

**APPLICATION² OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS TO EMPLOY WIENER, WEISS & MADISON,
A PROFESSIONAL CORPORATION, AS COUNSEL
AND ITS REQUEST FOR RELATED RELIEF**

THE COMMITTEE HAS REQUESTED A SPECIAL SETTING FOR THE HEARING OF THIS APPLICATION ON JANUARY 20, 2026, AT 10:00 A.M. (PREVAILING CENTRAL TIME) IN PERSON AT TOM STAGG UNITED STATES COURTHOUSE, COURTROOM 4, 300 FANNIN STREET, SHREVEPORT, LOUISIANA 71101.

FOR A DIRECT LINK AND OTHER INSTRUCTIONS REGARDING VIRTUAL ATTENDANCE, SEE THE “NOTICE REGARDING REMOTE ACCESS TO PROCEEDINGS” ISSUED BY JUDGE HODGE AND AVAILABLE ON THE COURT’S WEBSITE AT <https://www.lawb.uscourts.gov/>.

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST FILE AND SERVE YOUR OBJECTION NOT LATER THAN SEVEN (7) DAYS PRIOR TO THE HEARING DATE, OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

¹ The Debtor’s address is 4400 Coliseum Blvd, Alexandria, LA 71303. The last four digits of the Debtor’s taxpayer identification number are 1102.

² Please note, the presiding Judge, Judge John S. Hodge, has previously issued a “Notice Regarding Remote Access to Proceedings for Cases Assigned to Judge Hodge,” which provides instructions regarding remote access to proceedings before the Court, that Notice can be accessed at the following web address: <https://www.lawb.uscourts.gov/sites/lawb/files/Notice%20Regarding%20Remote%20Access%20to%20Proceedings.pdf> . As more fully provided therein, judges may provide the public and media with audio-only access to hearings that do not involve witness testimony, in line with the Judicial Conference Broadcast Policy. Further, the Court may allow remote participation for parties and attorneys for good cause. Audio-only Access: Dial Zoom’s conference phone number 1-(669)-254-5252 and enter meeting ID 160 6557 9520, press #, and press # again to skip the participant ID. If permitted, remote appearance via Zoom using Zoom ID 160 6557 9520 and Passcode 6480377.

The **Official Committee of Unsecured Creditors** (the “Committee”) in the above-captioned case concerning the debtor-in-possession, the Diocese of Alexandria (the “Diocese” or “Debtor”), files this Application (the “Application”) to employ Wiener, Weiss & Madison, A Professional Corporation (“WWM” or “Proposed Counsel”) as counsel and for related relief pursuant to 11 U.S.C. §§ 328, 330, 503 and 1103 and Federal Rule of Bankruptcy Procedure 2014. In support of this Application, the Committee represents as follows, which is further supported by (i) the declaration of WWM shareholder R. Joseph Naus (the “Naus Declaration”), and (ii) the declaration of Committee chair Clint Allen (the “Allen Declaration”), attached hereto as **Exhibit “1”** and **Exhibit “2”**³ respectively and incorporated herein by reference for all purposes:

JURISDICTION

1. The Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

BACKGROUND

2. On October 31, 2025 (the “Petition Date”), the Diocese filed a voluntary petition for relief under the Bankruptcy Code.

3. The Debtor remains in possession of its property and is managing its business as a debtor in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, 11 U.S.C. §101 et seq.

4. On November 21, 2025, the Office of the United States Trustee for Region 5 (the “U.S. Trustee”) appointed the Committee pursuant to section 1102(a)(1) and 1102(b) of the Bankruptcy Code [Dkt. No. 94]. The five members appointed to the Committee are: Clint Allen (Acting Chairperson), Daniel Mejias, Rachael Moreno, Micheal Williams, and Thomas Defatta. All five Committee members are represented by attorneys—Adam Horowitz (for Clint Allen), Daniel

³ The Allen Declaration will be filed at a later time, separately, as a supplemental, supporting document.

Meyer (for Daniel Mejias and Rachael Moreno), and N. Frank Elliott (for Micheal Williams and Thomas Defatta)—who were members of the Ad Hoc Group and signed the Pre-Negotiation Letter (defined below).

Pre-Negotiation Agreement and WWM’s Representation of Ad Hoc Group

5. Prior to the Petition Date, the Debtor and an ad hoc group of attorneys representing abuse survivor claimants (the “Ad Hoc Group”) entered into a Pre-Negotiation Letter Agreement dated April 17, 2025, (“Pre-Negotiation Letter”) to facilitate settlement discussions and negotiations in regard to the anticipated bankruptcy filing by the Diocese of Alexandria. A copy of the executed Pre-Negotiation Letter is attached hereto as **Exhibit “3”** and incorporated herein by reference⁴. On October 23, 2025, an Amendment No. 1 to the Pre-Negotiation Letter Agreement (“Pre-Negotiation Letter Amendment”) was signed by the Chairperson of the Ad Hoc Group, Counsel for the Ad Hoc Group, and Counsel for the Diocese of Alexandria, a copy of which is attached hereto as **Exhibit “4”**. Together the Pre-Negotiation Letter with the Pre-Negotiation Letter Amendment are collectively referred to herein as the “Pre-Negotiation Agreement”.

6. Pursuant to the Pre-Negotiation Agreement, the Ad Hoc Group retained WWM to serve as counsel to the Ad Hoc Group in relation to the aforementioned settlement discussions and negotiations related to the anticipated bankruptcy filing by the Diocese of Alexandria. Under Section 4 of the Pre-Negotiation Agreement, the Debtor agreed to pay WWM’s reasonable and documented legal fees and expenses incurred on behalf of the Ad Hoc Group during the negotiation period, including:

⁴ In compliance with paragraph 10 of the Pre-Negotiation Letter, at least for purposes of this initial filing, the signature pages attached to the Pre-Negotiation Letter and the joinders thereto have been redacted except for the signature pages of Group Counsel, that is WWM, and the Diocese’s signature page.

(a) A \$50,000 retainer paid on the effective date of the Pre-Negotiation Agreement, of which up to \$15,000 could be applied to work performed before the agreement was signed; and

(b) Up to \$30,000 per month in legal fees for work performed during the term of the agreement.

7. The Pre-Negotiation Agreement provided that it would terminate upon the filing of a bankruptcy petition by the Debtor. *See* Pre-Negotiation Agreement § 9(c). The agreement further provided that “the Diocese will continue to be responsible for and pay the Legal Fees and the fees of the Advisor (if any) incurred on or before the effective date of the terminations described in those subsections.” Pre-Negotiation Agreement § 9(d).

8. Pursuant to the Pre-Negotiation Agreement, WWM performed work as bankruptcy counsel to the Ad Hoc Group of attorneys in relation to their representation of abuse survivors prior to the Petition Date, including counsel regarding possible class treatment of abuse survivors and their claims in a possible bankruptcy which might be filed by the Diocese, a possible Restructuring Support Agreement related to that bankruptcy, and general bankruptcy matters related thereto, this included analyzing the Debtor’s financial condition, reviewing draft pleadings and documents, participating in mediation sessions, and advising regarding the interests of abuse claimants generally. All fees and expenses incurred by WWM for work performed through no later than October 30, 2025, were paid pre-petition by the Debtor pursuant to the Pre-Negotiation Agreement, and WWM is not seeking compensation from the estate for any work performed prior to the Petition Date.

9. Upon the filing of the bankruptcy petition on October 31, 2025, the Pre-Negotiation Agreement terminated by its terms. *See* Pre-Negotiation Agreement § 9(c). After the Petition Date,

WWM continued to provide bankruptcy counsel to attorneys representing abuse claimants but no longer received compensation from the Debtor. WWM performed this post-petition work without any guaranty of payment for the same, but also with the understanding that if a creditors' committee was appointed and if WWM was retained by that committee, WWM could submit a request for compensation from the estate as an administrative expense for all work performed on and after the Petition Date.

10. Upon formation of the Committee on November 21, 2025, the five members appointed to the Committee—Clint Allen (Acting Chairperson), Daniel Mejias, Rachael Moreno, Micheal Williams, and Thomas Defatta—are represented by attorneys who were members of the Ad Hoc Group that retained WWM as bankruptcy counsel. Specifically, the Committee members are represented by Adam Horowitz of Horowitz Law (representing Clint Allen), Daniel Meyer of Slater Slater Schulman, LLP (representing Daniel Mejias and Rachael Moreno), and N. Frank Elliott of N. Frank Elliott, III, LLC (representing Micheal Williams and Thomas Defatta), all of whom signed the Pre-Negotiation Letter as members of the Ad Hoc Group and retained WWM to serve as bankruptcy counsel to the Ad Hoc Group.

11. On December 1, 2025, the Committee conducted its first meeting and at that meeting unanimously voted to formally retain WWM as counsel to the Committee. The Committee seeks approval of WWM's employment as of the Petition Date so that WWM may seek compensation as an administrative expense for all post-petition work performed.

RELIEF REQUESTED

12. The Committee desires to retain WWM as its counsel in this case, after determining that WWM has the resources and experience necessary to represent it in the captioned bankruptcy case. The proposed form of Order is attached.

13. WWM has substantial experience in Chapter 11 reorganization cases and is one of the few firms in north Louisiana with an active Chapter 11 practice. Given the nature of this case and WWM's knowledge of the case and the parties, the Committee believes that retention of WWM as its counsel is appropriate and necessary.

14. By this Application, the Committee respectfully requests that this Court enter an Order authorizing the Committee to employ and retain WWM as its counsel pursuant to §§ 328(a), 330, and 331, and 1103(a) of the Bankruptcy Code.

RETENTION AND SERVICES

15. WWM is expected to render legal services as the Committee may consider desirable to discharge the Committee's statutory and fiduciary responsibilities and further the interest of the Committee's constituents in this Chapter 11 Case. It is anticipated that WWM will perform the following services, which include but are not limited to:

(a) assisting, advising and representing the Committee in its consultations with the Debtor regarding the administration of this Case;

(b) assisting, advising and representing the Committee in analyzing the Debtor's assets and liabilities, investigating the extent and validity of liens or other interests in the Debtor's property and participating in and reviewing any proposed asset sales, any asset dispositions, financing arrangements and cash collateral stipulations or proceedings;

(c) reviewing and analyzing all applications, motions, orders, statements of operations and schedules filed with the Court by the Debtor or third parties, advising the Committee as to their propriety, and, after consultation with the Committee, taking appropriate action;

(d) preparing necessary applications, motions, answers, responses, objections, oppositions, orders, reports and other legal papers on behalf of the Committee;

(e) representing the Committee at hearings held before the Court and communicating with the Committee regarding the issues raised, as well as the decisions of the Court;

(f) performing all other legal services for the Committee which may be necessary and proper in this Case and any related proceeding(s);

(g) representing the Committee in connection with any litigation, disputes or other matters that may arise in connection with this Case or any related proceeding(s);

(h) assisting, advising and representing the Committee in any manner relevant to reviewing and determining the Debtor's rights and obligations under leases and other executory contracts;

(i) assisting, advising and representing the Committee in investigating the acts, conduct, assets, liabilities and financial condition of the Debtor, the Debtor's operations and the desirability of the continuance of any portion of those operations, and any other matters relevant to this Case;

(j) assisting, advising and representing the Committee in their participation in the negotiation, formulation and drafting of a plan of liquidation or reorganization or documents related thereto;

(k) assisting, advising and representing the Committee on the issues concerning the appointment of a trustee or examiner under section 1104 of the Bankruptcy Code;

(l) assisting, advising and representing the Committee in understanding its powers and its duties under Title 11 of the United States Code (the "Bankruptcy Code") and the

Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) and in performing other services as are in the interests of those represented by the Committee;

(m) assisting, advising and representing the Committee in the evaluation of claims and on any litigation matters, including avoidance actions; and

(n) providing such other services to the Committee as may be necessary in this Case or any related proceeding(s).

It is necessary for the Committee to retain counsel to perform these services and to otherwise assist the Committee in fulfilling its statutory duties under the Bankruptcy Code.

DISINTERESTEDNESS AND NO ADVERSE INTEREST

16. The Committee seeks to employ WWM as its counsel under 11 U.S.C. §§ 328(a) and 1103(a)-(b).

17. Pursuant to 11 U.S.C. § 1103(b), an attorney (and by extension law firm) employed to represent a committee appointed under section 11 U.S.C. § 1102 may not, while employed by such committee, represent any other entity having an adverse interest in connection with the case. Section 1103(b) states that “[r]epresentation of one or more creditors of the same class as represented by the committee shall not per se constitute the representation of an adverse interest.”

18. “Adverse interest” is not defined in 11 U.S.C. § 1103 or in the definitional section of the Bankruptcy Code (see e.g., 11 U.S.C. § 101), nor is there a Fifth Circuit case that undersigned has been able to identify defining “adverse interest” in the context of § 1103(b).

19. While not included in the provisions directly authorizing employment of counsel for a committee, §§ 328(a) and 1103, 11 U.S.C. § 328(c) of the Bankruptcy Code states that a court may deny allowance of compensation for services and reimbursement of expenses of a professional person employed either under §§ 327 or 1103 if, at any time during the professional’s employment

under §§ 327 or 1103, such professional person is not a “disinterested person”, or represents or holds an interest “adverse” to the interest of the estate with respect to the matter on which such professional person is employed.

20. “Disinterested person” is defined in 11 U.S.C. § 101(14) to mean a person that is: (a) not a creditor, an equity security holder, or an insider [of the debtor], (b) is not and was not, within two (2) years before the date of the filing of the petition, a director, officer, or employee of the debtor, and (c) does not have an interest materially adverse to the interest of the estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

21. In the context of §§ 327 and 1107 (authorizing employment by a debtor-in-possession or trustee of the estate as opposed to employment by an § 1102 committee of committee counsel under § 1103), the Fifth Circuit has found determinations as to whether there is an “adverse interest” must be made “with an eye toward the specific facts of each case.” ***In re American Intern. Refinery, Inc.***, 676 F.3d 455, 461 (5thCir. 2012). Further, in this context, the Fifth Circuit has noted that a party may have an adverse interest if it possesses a predisposition under the circumstances that render a bias against the client (here the committee), or if a party possesses an economic interest that would create a dispute in which the potential client is a rival claimant. *Id.*

22. To aid in the Court’s assessment of the foregoing, Bankruptcy Rule 2014(b) requires that any application to employ a professional under § 1103 include specific facts, including, to the best of the applicant’s knowledge, all the professional’s connections with the debtor, the creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, and any person employed in the United States Trustee’s office. In satisfaction of this requirement,

the Committee has attached hereto the Naus Declaration, and hereby incorporates it into this application.

23. The Committee submits that based on the facts disclosed in the Naus Declaration, several of which are also restated herein, WWM is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, and does not have any disqualifying conflict of interest that would prevent it from representing the Committee; and that WWM does not hold an adverse interest or represent any entity having an adverse interest as referenced in 11 U.S.C. §§ 328(c) and 1103(b), which would prevent it from representing the Committee.

24. WWM seeks to represent the Committee, which is composed of creditors holding abuse claims against the Debtor. As committee counsel, WWM’s representation naturally involves advocating for positions that may be adverse to the Debtor’s positions on various matters in this case, including but not limited to plan terms, asset valuations, claims treatment, and potential litigation. This adversity is inherent in the role of committee counsel and does not disqualify WWM from employment.

25. As noted previously, section 1103(b) states that “[r]epresentation of one or more creditors of the same class as represented by the committee shall not per se constitute the representation of an adverse interest.” Similarly, section 327(c) of the Bankruptcy Code (addressing employment by a debtor-in-possession or trustee of the estate as opposed to employment by an § 1102 committee of committee counsel under § 1103), provides that “a person is not disqualified for employment under this section solely because of such person’s employment by or representation of a creditor, unless there is objection by another creditor or the United States trustee, in which case the court shall disapprove such employment if there is an actual conflict of interest.” Here, WWM’s representation of creditors—both pre-petition as counsel to the Ad Hoc

Group and post-petition for counsel for abuse survivors—does not create an actual conflict of interest that would disqualify WWM from serving as Committee counsel. This representation was not adverse to, but rather aligned with the interest of the Committee.

26. To the best of the Committee's and WWM's knowledge, information and belief and based upon the Naus Declaration: (a) WWM has no connections with the Debtor (other than as set forth herein or in the Naus Declaration), the United States Trustee for the Western District of Louisiana (the "U.S. Trustee"), any person employed in the office of the U.S. Trustee (other than connections that arise in the ordinary course of bankruptcy practice) or any other party with an actual or potential interest in the chapter 11 case or their respective attorneys or accountants that would create a disqualifying conflict; (b) WWM is not a creditor, equity security holder or insider of the Debtor; (c) none of WWM's shareholders or associates is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) WWM does not have any interest or relationship that creates an actual conflict of interest preventing WWM from representing the Committee.

27. WWM has prepared a list of potentially interested parties and has sought to determine any prior or present representation of any creditors or parties-in-interest. WWM may have represented certain parties set forth on the list of potentially interested parties, all in matters unrelated to the Debtor or this case – and such representations are all described in the Naus Declaration.

28. The representations disclosed in the Naus Declaration are unrelated to the Debtor and this estate and do not create any actual conflict of interest. WWM will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or

relationships that could create an actual conflict are discovered, WWM will supplement its disclosure to the Court.

29. WWM's pre-petition service as bankruptcy counsel to the Ad Hoc Group, funded by the Diocese pursuant to the Pre-Negotiation Agreement, does not create a disqualifying conflict. As detailed in the Naus Declaration, the Diocese agreed to compensate WWM as part of facilitating arm's-length settlement negotiations with the Ad Hoc Group of attorneys representing abuse claimants, similar to how parties in complex litigation often agree to share mediation or expert costs. The Pre-Negotiation Agreement terminated on the Petition Date, the Diocese has no ongoing obligation to compensate WWM, WWM served as bankruptcy counsel to the coordinating attorney group at all times, and WWM seeks estate compensation only for post-petition work. This arrangement does not compromise WWM's ability to zealously represent the Committee or create any duty or loyalty to the Debtor.

30. To the extent that WWM becomes aware of a potential conflict, WWM will advise the Court and take appropriate action, including without limitation seeking the appointment of conflicts counsel, as necessary.

TERMS OF RETENTION

31. Subject to the Court's approval of this Application, WWM intends to (a) charge for its legal services on an hourly basis in accordance with ordinary and customary hourly rates in effect on the date services are rendered and (b) seek reimbursement of actual and necessary expenses and other charges that WWM incurs.

32. WWM's hourly rates are set at a level designed to fairly compensate WWM for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned, and by geographic location

and market. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged elsewhere. WWM's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of scope and complexity similar to this Chapter 11 case and are reasonable.

33. WWM proposes charging its standard hourly rates for attorneys and paraprofessionals working on this case, all subject to application and approval by this Court pursuant to Sections 330 and 331 of the Bankruptcy Code. The two WWM attorneys who will primarily work on this matter are R. Joseph Naus and Patrick L. McCune. The current hourly rates for attorneys who may work on this matter are as follows:

- R. Joseph Naus (Shareholder): \$395.00/hour
- Patrick L. McCune (Shareholder): \$395.00/hour
- Other attorneys as may be assigned: rates ranging from \$350.00-\$395/hour
- Paraprofessionals: \$75/hour

34 WWM's hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged elsewhere. WWM reserves the right to request that the rates be adjusted to reflect such periodic adjustments, subject to review and approval under Sections 330 and 331 of the Bankruptcy Code.

35. WWM will also seek reimbursement for actual and necessary expenses incurred in connection with its engagement by the Committee in this Chapter 11 Case, which may include, but are not limited to, postage, overnight mail, courier delivery, transportation, overtime expenses, computer assisted legal research, photocopying, outgoing facsimile transmissions, airfare, meals and lodging.

36. WWM intends to maintain detailed, contemporaneous time records and to apply to the Court for the allowance of compensation for professional services and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, any relevant local rules, and any additional procedures that may be established by the Court in this Chapter 11 Case. WWM has agreed to accept as compensation such sums as may be allowed by the Court. WWM understands that interim and final fee awards are subject to approval by this Court.

37. The Committee understands that WWM hereafter intends to apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, including, but not limited to Sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Guidelines for Professional Compensation established by the Office of the United States Trustee, and any relevant orders of this Court, for all services performed and expenses incurred after the Petition Date.

REQUEST FOR APPROVAL AS OF OCTOBER 31, 2025

38. The Committee requests that WWM's retention be approved as of October 31, 2025 (the Petition Date). As set forth above, WWM was retained by the Ad Hoc Group of coordinating attorneys pursuant to the Pre-Negotiation Agreement prior to the Petition Date to serve as bankruptcy counsel to the Ad Hoc Group. Under that agreement, the Debtor compensated WWM for its work through October 30, 2025. Upon termination of the Pre-Negotiation Agreement on the Petition Date, WWM continued to represent the interests of abuse claimants (including those who would later become Committee members) without compensation, accepting the possibility of a potential, future appointment as counsel to a creditors' committee.

39. The five members appointed to the Committee are represented by attorneys—Adam Horowitz of Horowitz Law, Daniel Meyer of Slater Slater Schulman, LLP, and N. Frank Elliott of N. Frank Elliott, III, LLC⁵—who were members of the Ad Hoc Group that pre-petition retained WWM as bankruptcy counsel. These attorneys worked with WWM during pre-petition negotiations, with WWM serving as bankruptcy counsel to the Ad Hoc Group. The Committee has now formally retained WWM. The Committee seeks approval of WWM’s employment retroactive to the Petition Date so that WWM may seek compensation as an administrative expense under section 503(b) of the Bankruptcy Code for all work performed on behalf of creditors since October 31, 2025.

40. This retroactive approval is appropriate and in the best interests of the estate because:

(a) WWM possesses unique knowledge of the Debtor’s financial affairs, the abuse claims, and the issues in this case, having served as bankruptcy counsel to the Ad Hoc Group of attorneys (including the attorneys now representing the Committee members) since before the bankruptcy filing and this institutional knowledge about this case would be lost if it had not continued the representation;

(b) WWM’s representation of abuse claimants from the Petition Date forward has protected creditor interest as WWM has monitored the case and advocated for creditor interests during the critical early days of this bankruptcy case;

(c) It was important to continue efforts to ascertain if terms could be agreed to between those representing the interest of the abuse survivor claimants and the Diocese in relation to the restructuring efforts, which could result in the reduction of overall litigation costs for the estate and the preservation of estate assets available for distribution to claimants;

⁵ The members of the Committee represented by N. Frank Elliot, III, LLC, are also represented by Salim-Beasley, LLC.

(d) There would be significant inefficiency and additional expense if the Committee were required to retain different counsel who would need substantial time to become familiar with the case;

(e) It was important to enter into discussions immediately with the U.S. Trustee regarding a possible committee including abuse survivor claimants, and to coordinate with those representing abuse survivor claimants regarding the same;

(f) The continuity of representation benefits all creditors and the estate; and

(g) WWM performed this post-petition work without any assurance of payment, undertaking significant financial risk to protect creditor interests.

NOTICE

41. Notice of this Application has been provided to the Core Service List as defined in the Court's Interim Order Approving Debtor's Expedited Motion for an Order Authorizing and Approving Special Noticing and Confidentiality Procedures [Dkt. No. 93].

NO PRIOR REQUEST

42. No previous request for the relief sought herein has been made by the Committee to this or any other court.

WHEREFORE, the Official Committee of Unsecured Creditors respectfully requests that the Court enter the proposed order submitted herewith: (a) granting this Application and entering the attached proposed order, (b) authorizing the Committee to retain and employ Wiener, Weiss & Madison, A Professional Corporation as of October 31, 2025, (c) authorizing WWM to apply for compensation from the estate for all professional services rendered and for reimbursement of any expenses incurred in connection with this employment, from and after October 31, 2025, as an administrative expense and as authorized by and in compliance with sections 330 and 331 and

other relevant provisions of the Bankruptcy Code, any applicable provisions of the Bankruptcy Rules, the Local Rules, and any relevant orders of this Court, and (d) for such other relief as this Court may deem just and proper.

Dated: December 23, 2025

Respectfully submitted,

By: /s/ Patrick L. McCune

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AND

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*Proposed Counsel to the Official
Committee of Unsecured Creditors*

CERTIFICATE OF SERVICE

On December 23, 2025, I hereby certify that a true and correct copy of the foregoing Application was served by electronic notice upon all parties receiving notice via the Court's Electronic Case Filing system, and that service by U.S. mail, postage prepaid, was made on all other parties requiring service under the Core Service List.

/s/ Patrick L. McCune
Patrick L. McCune

**DECLARATION OF R. JOSEPH NAUS IN SUPPORT OF APPLICATION OF THE
OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO EMPLOY WIENER,
WEISS & MADISON, A PROFESSIONAL CORPORATION AS COUNSEL AND ITS
REQUEST FOR RELATED RELIEF**

Pursuant to 28 U.S.C. § 1746, I, R. Joseph Naus, hereby submit this declaration (this “Declaration”) under penalty of perjury:

1. I am a shareholder of the law firm of Wiener, Weiss & Madison, A Professional Corporation (“WWM”), with offices at 330 Marshall Street, Suite 1000, Shreveport, Louisiana 71101. I am currently admitted and in good standing as a member of the bar of the United States District Court and the United States Bankruptcy Court for the Western District of Louisiana. I am also admitted to practice before the U.S. Court of Appeals for the Fifth Circuit and all Louisiana State Courts. There are no disciplinary proceedings pending against me.

2. I am authorized to make this declaration (the “Declaration”) on behalf of WWM and the Declaration is submitted pursuant to Rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure in support of the Application to Employ WWM (“Application”), as counsel for the Official Committee of Unsecured Creditors (the “Committee”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Application. The Application seeks an order pursuant to sections 328(a) and 1103(a)-(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”) authorizing and approving the employment and retention of WWM as bankruptcy counsel for the Committee in this chapter 11 case (“Chapter 11 Case” or “Case”).

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto. Capitalized terms and phrases not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

I. BACKGROUND OF WWM'S REPRESENTATION

A. Pre-Negotiation Agreement and Retention by Ad Hoc Group

4. In early 2025, as it became apparent that the Diocese of Alexandria (the "Diocese") might file for bankruptcy protection, attorneys representing abuse survivors began organizing to coordinate their clients' interests and prepare for potential bankruptcy proceedings. This group of coordinating counsel, which became known as the ad hoc group (the "Ad Hoc Group"), sought to retain legal counsel with expertise in bankruptcy law to assist in coordinating representation of their clients' collective interests in potential bankruptcy proceedings.

5. In or around March 2025, the Ad Hoc Group—consisting of attorneys John Randall Whaley of the Whaley Law Firm; Robert L. Salim, of Salim-Beasley, LLC; T. Taylor Townsend, of T. Taylor Townsend, LLC; N. Frank Elliot III, of N. Frank Elliot III, LLC; Adam Horowitz of Horowitz Law; and Daniel Meyer of Slater Slater Schulman, LLP; and other counsel representing abuse survivors—contacted WWM and my partner Patrick L. McCune and me regarding potential representation. After several discussions about the scope of representation, potential conflicts, and the need for experienced bankruptcy counsel to coordinate the representation of abuse claimants' collective interests, the Ad Hoc Group determined to retain WWM as bankruptcy counsel to the Ad Hoc Group.

6. Simultaneously, the Diocese and the Ad Hoc Group were negotiating the terms of a pre-negotiation agreement to facilitate settlement discussions. The Diocese and Ad Hoc Group entered into a Pre-Negotiation Letter Agreement dated April 17, 2025, ("Pre-Negotiation Letter") to facilitate settlement discussions and negotiations in regard to the anticipated bankruptcy filing

by the Diocese. A copy of the executed Pre-Negotiation Letter is attached to the Application as **Exhibit “3”** and incorporated herein by reference. On October 23, 2025, an Amendment No. 1 to the Pre-Negotiation Letter Agreement (“Pre-Negotiation Letter Amendment”) was signed by the Chairperson of the Ad Hoc Group, Counsel for the Ad Hoc Group, and Counsel for the Diocese, a copy of which is attached to the Application as **Exhibit “4”**. Together the Pre-Negotiation Letter with the Pre-Negotiation Letter Amendment are referred to herein as the “Pre-Negotiation Agreement”.

7. Section 4 of the Pre-Negotiation Agreement addressed the payment of WWM’s legal fees and expenses. Specifically, the Diocese agreed to pay WWM’s reasonable and documented fees and expenses (“Legal Fees”) as Group Counsel to the Ad Hoc Group, as follows:

(a) The Diocese paid WWM a \$50,000 retainer on the effective date of the Pre-Negotiation Agreement (April 1, 2025). Under the agreement, WWM was authorized to apply up to \$15,000 of this retainer to work performed before the agreement was signed, with the balance held for future work or to cover any unpaid monthly invoices.

(b) The Diocese agreed to pay up to \$30,000 per month for Legal Fees incurred during the term of the agreement. WWM was required to provide redacted monthly invoices to the Diocese, and the Diocese had 30 days to pay each invoice.

(c) If the Diocese failed to timely pay any invoice or if WWM had reason to believe a bankruptcy filing was imminent, WWM was authorized to apply funds from the retainer to unpaid invoices.

8. The Pre-Negotiation Agreement expressly provided that it would terminate upon the filing of a bankruptcy petition by or against the Diocese. See Pre-Negotiation Agreement § 9(c). The agreement further stated: “the Diocese will continue to be responsible for and pay the

Legal Fees and the fees of the Advisor (if any) incurred on or before the effective date of the terminations described in those subsections.” Pre-Negotiation Agreement § 9(d).

9. I want to be clear about the scope and limitations of the Pre-Negotiation Agreement as it relates to WWM’s compensation:

(a) The Pre-Negotiation Agreement was executed by the Diocese, the Ad Hoc Group (comprised of the coordinating attorneys), and WWM (as bankruptcy counsel to the Ad Hoc Group). WWM signed the agreement and acknowledged and agreed to its terms, including the provisions regarding WWM’s compensation. WWM’s role under the agreement was to provide bankruptcy counsel to the Ad Hoc Group of coordinating attorneys in connection with their representation of abuse survivors in settlement negotiations with the Diocese.

(b) The Diocese’s agreement to pay WWM’s fees was solely in its capacity as a counterparty to the Pre-Negotiation Agreement negotiating with the Ad Hoc Group, not in any fiduciary capacity.

(c) The payment arrangement did not create any attorney-client relationship between WWM and the Diocese. Section 4 of the Pre-Negotiation Agreement explicitly stated “this Agreement shall not constitute an attorney-client relationship between Group Counsel [, WWM,] and the Diocese and shall not constitute a waiver of the attorney-client privilege between Group Counsel [,WWM,] and the Ad Hoc Group.” WWM at all times served as bankruptcy counsel to the Ad Hoc Group of coordinating attorneys.

(d) The arrangement does not create any conflict or interest adverse to the estate. The Diocese voluntarily agreed to compensate WWM for providing bankruptcy counsel to

the Ad Hoc Group as part of facilitating good-faith settlement negotiations, similar to how parties in litigation often agree to share expert or mediation costs.

B. Work Performed Under Pre-Negotiation Agreement (Through October 30, 2025)

10. Through October 30, 2025 (the day before the Petition Date), WWM performed extensive legal services as bankruptcy counsel to the Ad Hoc Group pursuant to the Pre-Negotiation Agreement. This work included providing bankruptcy counsel and coordination services to the Ad Hoc Group attorneys in their representation of abuse survivors, including:

(a) Investigating and analyzing potential claims against the Diocese, including reviewing historical records, coordinating with Ad Hoc Group attorneys regarding their clients' claims, and consulting with the Ad Hoc Group attorneys and other counsel representing abuse survivors;

(b) Analyzing the Diocese's financial condition, including reviewing financial statements, identifying assets, investigating potential transfers, and assessing the Diocese's ability to fund a settlement or plan;

(c) Participating in multiple mediation sessions with the Diocese, facilitated by John W. Perry, Jr. of Baton Rouge, Louisiana;

(d) Drafting and negotiating term sheets and discussing potential settlement structures;

(e) Reviewing documents provided by the Diocese in response to information requests under the Pre-Negotiation Agreement;

(f) Coordinating with other attorneys representing abuse claimants and facilitating the expansion of the Ad Hoc Group as additional claimants and counsel joined;

(g) Advising the Ad Hoc Group regarding their legal rights, potential recoveries in bankruptcy versus litigation, and strategic considerations;

(h) Monitoring ongoing state court litigation and advising regarding the provisions of the Pre-Negotiation Agreement;

(i) Legal research regarding bankruptcy issues specific to Catholic diocese cases, including insurance coverage issues, parish liability, and plan structures; and

(j) Preparing for a potential bankruptcy filing by the Diocese, including preliminary work on claims analysis and recovery strategies.

11. WWM submitted redacted monthly invoices to the Diocese pursuant to Section 4(b) of the Pre-Negotiation Agreement for work performed from April through October 2025. The Diocese paid these invoices in accordance with the agreement's terms. All fees and expenses incurred by WWM for work performed through October 30, 2025, were paid by the Diocese pursuant to the Pre-Negotiation Agreement. WWM is not seeking, and will not seek, compensation from the estate for any services rendered prior to the Petition Date (October 31, 2025).

C. Termination of Pre-Negotiation Agreement and Post-Petition Work

12. On October 31, 2025, the Diocese filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Upon this filing, the Pre-Negotiation Agreement automatically terminated by its express terms. *See* Pre-Negotiation Agreement § 9(c).

13. After the Petition Date, WWM faced a decision: whether to continue providing bankruptcy counsel to attorneys representing abuse claimants without compensation, in the hope that a creditors' committee would be formed and WWM would be retained by that committee, or whether to cease representation and allow the abuse claimants and their counsel to seek other bankruptcy counsel.

14. Given WWM's extensive knowledge of this case, the Ad Hoc Group attorneys' reliance on WWM's bankruptcy counsel, the effort to continue negotiations on possible agreed terms for restructuring, and the importance of protecting creditor interests during the early days of a bankruptcy case, at the request of Ad Hoc Group attorneys, WWM determined to continue providing bankruptcy counsel without compensation. From October 31, 2025, through November 21, 2025 (when the Committee was appointed), WWM performed substantial work on behalf of abuse claimants and their attorneys, including:

- (a) monitoring docket filings and court proceedings; and
- (b) coordinating with other counsel representing abuse claimants;
- (c) advising attorneys for abuse survivor claimants regarding the automatic stay, claims filing deadlines, and the status of the bankruptcy case;
- (d) attending the hearing on first day motions;
- (e) continuing to facilitate and support negotiations for possible agreed terms for restructuring between Ad Hoc Group attorneys representing abuse survivor claimants and the Diocese, including a potential agreed restructuring support agreement;
- (f) communicating with the Office of the United States Trustee regarding the formation of a creditors' committee with representation for abuse survivor claimants and coordinating with Ad Hoc Group attorneys to support the same;

15. WWM performed this post-petition work without any assurance that it would be compensated. It undertook this work because:

- (a) The Ad Hoc Group attorneys representing the interest of the abuse survivor claimants, creditors in this case, needed experienced bankruptcy counsel during this critical period to provide counsel regarding the general interest of the abuse survivor claimants;

(b) It was important to continue efforts to ascertain if terms could be agreed to between those representing the interest of the abuse survivor claimants and the Diocese in relation to the restructuring efforts, which could result in the reduction of overall litigation costs for the estate and the preservation of estate assets available for distribution to claimants;

(c) WWM possessed institutional knowledge about this case that would be lost if it did not continue the representation;

(d) It was important to enter into discussions immediately with the U.S. Trustee regarding a possible committee including abuse survivor claimants, and to coordinate with those representing abuse survivor claimants regarding the same;

(e) WWM anticipated that if a creditors' committee were formed, that the committee would likely include abuse claimants whose attorneys were members of the Ad Hoc Group that WWM had been advising; and

(f) If the Committee retained WWM, it could submit a request for compensation from the estate as an administrative expense for post-petition work.

16. WWM did not bill the Diocese for any work performed on or after October 31, 2025. WWM did not seek compensation from the Ad Hoc Group attorneys or from individual abuse claimants for post-petition work. WWM performed this work at its own financial risk.

D. Committee Formation and Retention of WWM

17. On November 21, 2025, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors pursuant to sections 1102(a) and 1102(b)(1) of the Bankruptcy Code. The five members appointed to the Committee are: Clint Allen (Acting Chairperson), Daniel Mejias, Rachael Moreno, Micheal Williams, and Thomas Defatta. All five

Committee members are represented by attorneys—Adam Horowitz of Horowitz Law, Daniel Meyer of Slater Slater Schulman, LLP, and N. Frank Elliott of N. Frank Elliott, III, LLC¹—who were members of the Ad Hoc Group that pre-petition retained WWM as bankruptcy counsel. These attorneys signed the Pre-Negotiation Letter as members of the Ad Hoc Group.

18. The Committee held its first meeting on December 1, 2025. At that meeting, I presented information to the Committee regarding WWM’s qualifications, experience, and knowledge of this case. The Committee members had the opportunity to ask questions about WWM’s representation, our fee structure, and our approach to committee representation.

19. After discussion, the Committee unanimously voted to formally retain WWM as counsel to the Committee. The Committee considered that:

(a) WWM possesses unique knowledge of this case, having provided bankruptcy counsel to the Ad Hoc Group of attorneys now representing the Committee members;

(b) WWM’s continued representation would provide valuable continuity and efficiency;

(c) The work WWM performed from the Petition Date forward had protected and advanced creditor interests; and

(d) Retaining different counsel would result in significant duplication of effort and additional expense as new counsel became familiar with the case.

20. The Committee now seeks court approval of WWM’s employment as of October 31, 2025 (the Petition Date) so that WWM may seek compensation as an administrative expense under section 503(b) of the Bankruptcy Code, or as otherwise authorized by the Court, for all post-petition work it performed. To be clear:

¹ The members of the Committee represented by N. Frank Elliot, III, LLC, are also represented by Salim-Beasley, LLC.

(a) WWM seeks compensation from the estate only for work performed on and after October 31, 2025;

(b) All fees and expenses for work performed through October 30, 2025, have been paid by the Diocese pursuant to the Pre-Negotiation Agreement, and WWM is not seeking reimbursement from the estate for any pre-petition work;

(c) The Pre-Negotiation Agreement terminated by its terms on October 31, 2025, and no payments have been made to WWM by the Diocese for any post-petition work;

(e) WWM will ensure that no “double billing” occurs and that the estate is charged only for post-petition work. WWM’s pre-petition work as bankruptcy counsel to the Ad Hoc Group of coordinating attorneys was fully compensated by the Diocese under the Pre-Negotiation Agreement.

II. QUALIFICATION OF PROFESSIONALS

21. WWM understands that the Committee selected WWM as its counsel because of WWM’s substantial experience in Chapter 11 reorganization cases, WWM being one of the few firms in north Louisiana with an active Chapter 11 practice, and specifically because of WWM’s familiarity with this case and the issues facing abuse survivor claimants, having served as bankruptcy counsel to the Ad Hoc Group of attorneys now representing the Committee members. WWM believes it has assembled a highly qualified team of attorneys to provide services to the Committee.

22. I am a shareholder in WWM’s Bankruptcy and Restructuring practice group and generally will be responsible for leading WWM’s representation of the Committee in this chapter 11 case, along with my partner Patrick L. McCune. I have extensive experience in bankruptcy and restructuring matters. I graduated cum laude from the University of Notre Dame with a B.A.

degree, and cum laude from Tulane University School of Law with a J.D. degree. I have been actively engaged in the practice of law since approximately 1985, with approximately 40 years of experience. My practice areas include bankruptcy and creditors' rights, business and corporate law, commercial litigation, and collection law.

23. Patrick L. McCune is also a shareholder in WWM and will serve as lead counsel for the Committee along with me. Mr. McCune graduated with honors from LSU Law Center in 2008, where he also received a Masters of Business Administration degree. Following law school, he served as a law clerk to Justice Jeffrey P. Victory of the Louisiana Supreme Court, Judge Tom E. Stagg of the United States District Court for the Western District of Louisiana, and Judge Katharine M. Samson of the United States Bankruptcy Court for the Southern District of Mississippi. Mr. McCune's practice focuses on appellate litigation, bankruptcy (with particular emphasis on creditor's rights and litigation in bankruptcy court), foreclosures, and commercial litigation. He is licensed to practice in Louisiana, Texas, Mississippi, and Florida.

24. WWM is a well-established law firm founded in 1932 by the late Jacques L. Wiener. The firm has offices in Shreveport and Baton Rouge, Louisiana, with approximately 17 shareholders. WWM is one of the few firms with an active Chapter 11 practice in north Louisiana. The firm represents debtors and creditors in Chapter 7, 11, 12, and 13 proceedings, and has decades of hands-on experience in bankruptcy and creditors' rights matters.

III. SERVICES TO BE RENDERED

25. The Committee has retained WWM as counsel and has requested that WWM render various services to the Committee in connection with this case including, inter alia:

(a) assisting, advising and representing the Committee in its consultations with the Debtor regarding the administration of this case;

(b) assisting, advising and representing the Committee in analyzing the Debtor's assets and liabilities, investigating the extent and validity of liens or other interests in the Debtor's property and participating in and reviewing any proposed asset sales, any asset dispositions, financing arrangements and cash collateral stipulations or proceedings;

(c) reviewing and analyzing all applications, motions, orders, statements of operations and schedules filed with the Court by the Debtor or third parties, advising the Committee as to their propriety, and, after consultation with the Committee, taking appropriate action;

(d) preparing necessary applications, motions, answers, responses, objections, oppositions, orders, reports and other legal papers on behalf of the Committee;

(e) representing the Committee at hearings held before the Court and communicating with the Committee regarding the issues raised, as well as the decisions of the Court;

(f) performing all other legal services for the Committee which may be necessary and proper in this Case and any related proceeding(s);

(g) representing the Committee in connection with any litigation, disputes or other matters that may arise in connection with this Case or any related proceeding(s);

(h) assisting, advising and representing the Committee in any manner relevant to reviewing and determining the Debtor's rights and obligations under leases and other executory contracts;

(i) assisting, advising and representing the Committee in investigating the acts, conduct, assets, liabilities and financial condition of the Debtor, the Debtor's operations

and the desirability of the continuance of any portion of those operations, and any other matters relevant to this Case;

(j) assisting, advising and representing the Committee in their participation in the negotiation, formulation and drafting of a plan of liquidation or reorganization or documents related thereto;

(k) assisting, advising and representing the Committee on the issues concerning the appointment of a trustee or examiner under section 1104 of the Bankruptcy Code;

(l) assisting, advising and representing the Committee in understanding its powers and its duties under the Bankruptcy Code and the Bankruptcy Rules and in performing other services as are in the interests of those represented by the Committee;

(m) assisting, advising and representing the Committee in the evaluation of claims and on any litigation matters, including avoidance actions; and

(n) providing such other services to the Committee as may be necessary in this Case or any related proceeding(s).

26. Subject to this Court's approval of the Application, WWM is willing to serve as the Committee's counsel and to perform the services described above.

IV. DISINTERESTEDNESS OF WWM, LACK OF ADVERSE INTEREST AND SPECIFIC DISCLOSURES

27. To the best of my knowledge, except as set forth herein, (a) WWM has no connections with the Debtor, creditors of the Debtor, the United States Trustee for the Western District of Louisiana (the "U.S. Trustee"), persons employed in the office of the U.S. Trustee or any other party with an actual or potential interest in the chapter 11 case or their respective attorneys or accountants; (b) WWM is not a creditor, equity security holder or insider of the

Debtor; (c) none of WWM's shareholders or associates is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) WWM does not have any relationship or interest that creates an actual conflict of interest preventing WWM from representing the Committee.

28. I want to address specifically the nature of WWM's representation and the implications under sections 328(a) and 1103(a)-(b) of the Bankruptcy Code, the sections addressing employment of counsel for a committee, and any related provisions, including section 328(c):

(a) **WWM represents creditors.** WWM represented the Ad Hoc Group pre-petition and now seek to represent the Committee, which is composed of abuse survivor claimants holding unsecured claims against the Debtor. This representation naturally involves advocating for creditor interests, which may be adverse to the Debtor's positions on various substantive issues in this case, including plan terms, asset valuations, claims treatment, insurance coverage, and potential avoidance actions or other litigation.

(b) **This adversity is inherent and permitted.** Sections 328(a) and 1103(a), the provisions authorizing a committee appointed under section 1102 to employ counsel for that committee, grant broad authority for a committee to employ counsel of its choosing. Section 1103(a) states that an attorney (and by extension law firm) employed to represent a committee appointed under section 11 U.S.C. § 1102 may not, while employed by such committee, represent any other entity having an adverse interest in connection with the case. 1103(b) also states that "[r]epresentation of one or more creditors of the same class as represented by the committee shall not per se constitute the representation of an adverse interest." Similarly, Section 327(c) of the Bankruptcy Code (addressing employment by a

debtor-in-possession or trustee of the estate as opposed to employment by an § 1102 committee of committee counsel under § 1103), expressly provides that “a person is not disqualified for employment under this section solely because of such person’s employment by or representation of a creditor, unless there is objection by another creditor or the United States trustee, in which case the court shall disapprove such employment if there is an actual conflict of interest.” The adversity inherent in representing creditors against a debtor does not constitute a disqualifying “actual conflict of interest” under section 327(c) or 328, and, considering section 1103(b), the aforementioned representation is certainly not adverse to, but rather aligned with the interest of the Committee.

(c) The Pre-Negotiation Agreement does not create a disqualifying conflict.

WWM’s pre-petition representation of the Ad Hoc Group, funded by the Diocese pursuant to the Pre-Negotiation Agreement, does not create a disqualifying conflict for the following reasons:

(i) The Pre-Negotiation Agreement was an arm’s-length agreement between the Diocese and the Ad Hoc Group to facilitate settlement negotiations. It is common in complex litigation for parties to agree to share certain costs (such as mediator fees, expert fees, or in this case, the Ad Hoc Group’s legal fees) to facilitate productive settlement discussions.

(ii) The Diocese agreed to pay WWM’s fees in its capacity as a counterparty negotiating with the Ad Hoc Group, not in any fiduciary capacity. The payment arrangement was part of the overall settlement negotiation framework and created no attorney-client relationship between WWM and the Diocese, in fact the agreement specified this.

(iii) WWM at all times served as bankruptcy counsel to the Ad Hoc Group of coordinating attorneys representing abuse survivors. The payment arrangement did not obligate WWM to consider the Diocese's interests, did not limit WWM's ability to zealously provide bankruptcy counsel to the Ad Hoc Group, and did not create any duty of loyalty to the Diocese

(iv) The Pre-Negotiation Agreement terminated by its terms on the Petition Date. The Diocese has no ongoing obligation to pay WWM, and WWM has no ongoing relationship with the Diocese based on that agreement.

(v) WWM seeks compensation from the estate only for post-petition work performed on behalf of creditors (first the Ad Hoc Group members representing the interest of the abuse survivor claimants, and subsequently the Committee). WWM is not seeking estate compensation for any work paid by the Diocese under the Pre-Negotiation Agreement. There is complete separation between pre-petition work (Diocese-paid) and post-petition work (estate compensation sought).

(d) **No actual conflict exists and no adverse interest.** WWM does not have any relationship, connection, or interest that creates an actual conflict of interest preventing WWM from zealously and effectively representing the Committee. WWM has no duty or loyalty to the Debtor, no financial interest in the Debtor, and no relationship with the Debtor that would compromise WWM's representation of the Committee. WWM does not hold any interest adverse to the Committee that would disqualify it from service as Committee counsel, and has not represented and does not currently represent any person or entity with an interest adverse to the interest of the Committee in this case which would disqualify it from serving as Committee counsel.

29. In preparing this Declaration, we used a set of procedures established by WWM to ensure compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding retention of professionals by a committee under the Bankruptcy Code.

30. In that regard, WWM compiled a list including the Debtor, Debtor's counsel, the list of the 20 largest unsecured creditors filed by the Debtor, a list of the insurance companies that have filed notices of appearance, and their counsel, the United States Trustee and its counsel of record (collectively the "Potential Parties in Interest"). The Potential Parties in Interest are listed on **Schedule 1** attached hereto.

31. WWM conducted conflict check of its shareholders, requesting that all of its shareholders report any current or former representation of the Potential Parties in Interest and, in relation to the attorneys included in that list, any relationships or connections with the attorneys beyond encountering or interacting with such attorneys in the regular course of the practice of law. All shareholders responded to this request.

32. Except as described herein (see the discussion on the Ad Hoc Group, etc.), insofar as I have been able to ascertain, neither I, WWM, nor any shareholder, associate or other counsel associated with WWM, has in the past represented any Potential Party in Interest, except that WWM has previously represented Sabine State Bank (included in the Debtor's list of its twenty (20) largest unsecured creditors) in unrelated matters over three years ago. Further, it is anticipated that beginning in February of 2026, WWM may represent Sabine State Bank in other, unrelated matters going forward. Additionally, it is WWM's understanding that the claim of Sabine State Bank against the estate is based on the Debtor's guaranty of a debt this is secured by a mortgage on immovable property of the non-debtor borrower and that the fair market value of the mortgaged property is worth more than the amount of the borrower's debt to Sabine State Bank.

33. I do not believe that there is any connection or interest (as such terms are used in section 101(14)(C) of the Bankruptcy Code and Bankruptcy Rule 2014(a)) between WWM and (i) the United States Trustee or any person employed by the Office of the United States Trustee, or (ii) any counsel, accountants, financial consultants and investment bankers who represent or may represent claimants or other parties in interest in these cases. WWM's interactions with professionals or firms who/which may fall into the latter category are limited to interactions based on the ordinary course of the practice of law. As part of its practice, WWM appears in cases, proceedings, and transactions involving many different attorneys, co-counsel, accountants, financial consultants and investment bankers, some of which now or may in the future represent claimants and parties in interest in these cases. WWM has not and will not represent any such entities in relation to the Debtor and this chapter 11 case nor have any relationship with any such entities that would be adverse to the matters upon which WWM is to be employed.

34. Neither WWM nor any attorney or employee at WWM is or was a creditor, an equity holder, or an insider of the Debtor.

35. Neither WWM nor any attorney or employee at WWM is or was, within two years before the Petition Date, a director, officer or employee of the Debtor.

36. WWM's representation of the Committee necessarily involves advocating for creditor interests that may be adverse to positions taken by the Debtor on various substantive issues in this case. This adversity is inherent in the role of committee counsel and is not a disqualifying conflict. WWM does not have any relationship, connection, or interest that creates an actual conflict of interest preventing WWM from representing the Committee, and WWM does not have any materially adverse interest by reason of any direct or indirect relationship to, or connection with, the Debtor that would disqualify WWM under the Bankruptcy Code. WWM also does not

hold any interest adverse to the Committee that would subject it to possible reduction in compensation as Committee counsel under section 328(c), and has not represented and does not currently represent any person or entity with an interest adverse to the interest of the Committee in this case which would disqualify it from serving as Committee counsel under section 1103(b).

37. WWM has instituted and is carrying on further inquiries of its shareholders with respect to the matters contained herein. WWM will file supplemental declarations regarding this retention if any additional relevant information comes to its attention.

38. In view of the foregoing, WWM is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code and does not have any actual conflict of interest that would disqualify WWM from serving as Committee counsel under the standards referenced in section 327 and 328 of the Bankruptcy Code; further, WWM does not hold any interest adverse to the Committee that would subject it to possible reduction in compensation as Committee counsel under section 328(c), and has not represented and does not currently represent any person or entity with an interest adverse to the interest of the Committee in this case which would disqualify it from serving as Committee counsel under section 1103(b).

V. TERMS OF RETENTION

39. Subject to the Court’s approval of this Application, WWM intends to (a) charge for its legal services on an hourly basis in accordance with its standard hourly rates in effect on the date services are rendered and (b) seek reimbursement of actual and necessary expenses and other charges that WWM incurs.

40. WWM’s hourly rates are set at a level designed to fairly compensate WWM for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned, and by geographic location

and market. WWM's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of scope and complexity similar to this Chapter 11 Case and are reasonable.

41. The current hourly rates for the WWM professionals who will primarily work on this matter are as follows:

- R. Joseph Naus (Shareholder): \$395.00/hour
- Patrick L. McCune (Shareholder): \$395.00/hour
- Other attorneys as may be assigned: rates ranging from \$350.00-\$395.00/hour
- Paraprofessionals: \$75.00/hour

42. WWM respectfully submits that such rates are reasonable in light of the quality of the services being provided and the specialized nature of the services being provided. Additionally, WWM's rates are consistent with the market for large Chapter 11 cases regionally. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

43. WWM will also seek reimbursement for actual and necessary expenses incurred in connection with its engagement by the Committee in this Chapter 11 Case, which may include, but are not limited to, postage, overnight mail, courier delivery, transportation, overtime expenses, computer assisted legal research, photocopying, outgoing facsimile transmissions, airfare, meals and lodging.

44. WWM intends to maintain detailed, contemporaneous time records and to apply to the Court for the allowance of compensation for professional services and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the local rules, and any additional procedures that may be established by the Court in this Chapter

11 Case. WWM has agreed to accept as compensation such sums as may be allowed by the Court. WWM understands that interim and final fee awards are subject to approval by this Court.

45. The Committee understands that WWM hereafter intends to apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, including, but not limited to Sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Guidelines for Professional Compensation established by the Office of the United States Trustee, and any relevant orders of this Court, for all services performed and expenses incurred after the Petition Date. It is further contemplated that WWM may seek interim compensation during this case as permitted by Section 331 of the Bankruptcy Code, Bankruptcy Rule 2016, this Court's "Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals" [Dkt. No. 53], and any other relevant orders of this Court. WWM understands that its compensation is subject to prior Court approval.

46. WWM will ensure that no "double billing" occurs and that the estate is charged only for post-petition work performed on and after October 31, 2025.

47. I understand there is a continuing duty to disclose any adverse interest and change of disinterestedness.

48. I agree to promptly disclose any actual conflict of which I become aware during the course of WWM's representation of the Committee.

49. I understand that the Court's approval of the application is not approval of any proposed terms of compensation and under § 328(a) the court may allow compensation on terms different from those proposed.

50. WWM has not received any retainer from the Debtor, the Committee, or any member of the Committee (other than the \$50,000 retainer paid by the Diocese to WWM under the Pre-Negotiation Agreement, which has been applied to pre-petition work and which does not relate to WWM's representation of the Committee), nor has WWM received any payment or promise of payment for post-petition work. No compensation has been paid or promised to be paid from a source other than the Debtor's estate in this Chapter 11 Case for post-petition work. No promises have been received by WWM nor by any shareholders, of counsel or associate thereof as to compensation in connection with this Case other than in accordance with the provisions of the Bankruptcy Code. WWM has no agreement with any other entity to share with such entity any compensation received by WWM in connection with this Case, except among the shareholders, of counsel, and associates of WWM. Neither the Committee nor any of its representatives are or will be liable for fees or costs incurred by WWM in its representation of the Committee.

51. WWM further states, in an abundance of caution and in the interest of additional disclosure, considering the requirements for attorneys for the debtor (versus committee counsel) pursuant to Rule 2016(b) of the Federal Rules of Bankruptcy Procedure, that it has not shared, nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the shareholders, counsel and associates of WWM, or (b) any compensation another person or party has received or may receive.

52. I am not aware of anyone who objects to WWM's employment.

[This space is intentionally left blank to allow for a signature page.]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief, and that this declaration was executed on December 23, 2025 at Shreveport, Louisiana.

BY: _____

R. Joseph Naus

SCHEDULE 1

SUBMITTED AS PART OF AND IN SUPPORT OF THE DECLARATION OF R. JOSEPH NAUS IN SUPPORT OF APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO EMPLOY WIENER, WEISS & MADISON, A PROFESSIONAL CORPORATION AS COUNSEL AND ITS REQUEST FOR RELATED RELIEF

List of “Potential Parties in Interest” (as defined in the aforementioned declaration).

This is a list of “Potential Parties in Interest” (defined in the aforementioned declaration by R. Joseph Naus) which, considering relevant law, including Rule 2014 of the Federal Rules of Bankruptcy Procedure, was circulated to the shareholders of Wiener, Weiss & Madison, A Professional Corporation (“WWM”), as part of an analysis of any connections between WWM and the Potential Parties in Interest.

The Official Committee of Unsecured Creditors in the Bankruptcy Case filed by the Diocese of Alexandria

Acting Committee Chairperson and counsel:

Clint Allen, individually represented by Adam Horowitz and Jessica D. Arbour of Horowitz Law

Other Committee Members and counsel:

Daniel Mejias, individually represented by Daniel Meyer of Slater Slater Schulman, LLP
Rachael Moreno, individually represented by Daniel Meyer of Slater Slater Schulman, LLP
Micheal Williams, individually represented by N. Frank Elliott of N. Frank Elliott, III, LLC
Thomas Defatta, individually represented by N. Frank Elliott of N. Frank Elliott, III, LLC

Debtor

Diocese of Alexandria

Debtor’s Attorneys:

1. Gold, Weems, Bruser, Sues & Rundell including Bradley L. Drell and Heather M. Mathews;
2. Husch Blackwell including Lindsey Greenawald, Frank LoCoco and Mark Benedict

The Top 20 Unsecured Creditors as Disclosed by the Debtor in D.E. 24

AT&T

Atmos Energy

Atmos Energy *

City of Alexandria

City of Alexandria *

City of Alexandria *

City of Pineville
City of Pineville *
CLECO
CLECO *
Diocese of Alexandria Priest Ret
Franciscan U of Steubenville
Kinetix 400
Optimum
Optimum *
Optimum *
Sabine State Bank
Waste Connections Alexandria
Waste Connections Alexandria *
Waterworks District No. 3

* The multiple listings of certain names above, marked by asterisks, are not typos, but reflect the creditors as listed in the list at D.E. 24.

US Trustee for region 5 David W. Asbach, represented by Antony Constantini

Insurance Companies and their counsel

1. Interstate Fire & Casualty Company
 - a. Fishman Haygood, L.L.P., including Tristan E. Manthey
 - b. Fishman Haygood, L.L.P., including Cherie D. Nobles
 - c. Parker, Hudson, Rainer & Dobbs L.L.P., including Harris Winsberg
 - d. Parker, Hudson, Rainer & Dobbs L.L.P., including Todd C. Jacobs
 - e. Parker, Hudson, Rainer & Dobbs L.L.P., including Matthew Michael Weiss
 - f. Parker, Hudson, Rainer & Dobbs L.L.P., including John Bucheit
 - g. Parker, Hudson, Rainer & Dobbs L.L.P., including Matthew Roberts
2. Continental Casualty Company, The Continental Insurance Company
 - a. Plevin & Turner LLP, including Mark D. Plevin
 - b. Plevin & Turner LLP, including Miranda H. Turner
 - c. The Derbes Law Firm, LLC, including Albert J. Derbes, IV
 - d. The Derbes Law Firm, LLC, including Patrick S. Garrity

- e. The Derbes Law Firm, LLC, including McKenna D. Dorais
 - f. Plevin & Turner LLP, including Ryan C. Evans
3. Swiss Re America Corporation as Administrator for 21st Century Premier Insurance Company fka Colonial Penn
 - a. Clyde & Co US LLP, including Catalina J. Sugayan
 - b. Clyde & Co US LLP, including James J. Moffitt
 - c. Clyde & Co US LLP, including Yongli Yang
 - d. Shar Garner Cahill Richter Klein & Hilbert, L.L.C., including Thomas J. Madigan, II
 4. Tenecom Ltd. fka Yasuda Fire & Marine Insurance Co. (UK) Ltd., RiverStone Insurance UK Limited (as successor in interest to Terra Nova Insurance Co. Ltd. and Sphere Drake Insurance Co. PLC), Catalina Worthing Insurance Ltd (CWIL) f/k/a Hartford Financial Products International (as Part VII transferee of Excess Insurance Co. Ltd.), Certain Underwriters at Lloyds, London subscribing to Policy Nos. SL 3741/SLC 5762, ISL 3132/ICO 4087, ISL 3670/ICO 5364, and ISL 3924/ICO 5559
 - a. Clyde & Co US LLP, including Catalina J. Sugayan
 5. Catalina Worthing Insurance Ltd (CWIL) f/k/a Hartford Financial Products International (as Part VII transferee of Excess Insurance Co. Ltd.), Certain Underwriters at Lloyds, London subscribing to Policy Nos. SL 3741/SLC 5762, ISL 3132/ICO 4087, ISL 3670/ICO 5364, and ISL 3924/ICO 5559, RiverStone Insurance UK Limited (as successor in interest to Terra Nova Insurance Co. Ltd. and Sphere Drake Insurance Co. PLC), Tenecom Ltd. fka Yasuda Fire & Marine Insurance Co. (UK) Ltd.
 - a. Clyde & Co US LLP, including James J. Moffitt
 - b. Clyde & Co US LLP, including Yongli Yang
 - c. Clyde & Co US LLP, including Catalina J. Sugayan
 - d. Shar Garner Cahill Richter Klein & Hilbert, L.L.C., including Thomas J. Madigan, II

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION**

IN RE:

CASE NO. 25-31257

DIOCESE OF ALEXANDRIA

DEBTOR

CHAPTER 11

**PLACE HOLDER FOR EXHIBIT 2
TO
APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS TO EMPLOY WIENER, WEISS & MADISON,
A PROFESSIONAL CORPORATION, AS COUNSEL
AND ITS REQUEST FOR RELATED RELIEF**

Declaration* of the Acting Chairperson of the Official Committee of Unsecured Creditors
Clint Allen

*This declaration will be filed at a future point, separately, as a supplemental support document to the Application to Employ.

LEO GOLD (1907 - 1987)
GEORGE B. HALL (1924 - 1971)
PEGGY D. ST. JOHN (1953 - 2017)
F. A. LITTLE, JR. (1937 - 2024)

CHARLES S. WEEMS, III
EUGENE J. SUES
RANDALL L. WILMORE
DORRELL J. BRISTER^{1, 2, 3}
GREGORY B. UPTON
RANDALL M. SEESER
MICHAEL J. O'SHEE
BRANDON A. SUES
TREVOR S. FRY^{2, 5}
BRADLEY L. DRELL⁴
STEVEN M. OXENHANDLER
STEPHEN A. LAFLEUR
HEATHER M. MATHEWS²
B. GENE TAYLOR, III
LESLIE E. HALLE³
EVELYN I. BREITHAUP²
JOSHUA J. DARA, DR.



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CONNOR C. HEADRICK
CONNER L. DILLON
DANIEL T. MARLER
JONATHAN M. BRANTON
CALEB J. O'CONNELL
AMBER L. LABORDE

OF COUNSEL:
CAMILLE F. GRAVEL (1915 - 2005)
HENRY B. BRUSER, III
EDWARD E. RUNDELL²

- ¹ SPECIALIST IN TAXATION, CERTIFIED BY LA BOARD OF LEGAL SPECIALIZATION
² ALSO ADMITTED IN TEXAS
³ SPECIALIST IN ESTATE PLANNING & ADMINISTRATION, CERTIFIED BY LA BOARD OF LEGAL SPECIALIZATION
⁴ SPECIALIST IN BUSINESS BANKRUPTCY, CERTIFIED BY LA BOARD OF LEGAL SPECIALIZATION
⁵ ALSO ADMITTED IN MONTANA

April 17, 2025

VIA email-rjnaus@wwmlaw.com

Ad Hoc Group
c/o Wiener, Weiss & Madison, APC
330 Marshall Street, Suite 1000
Shreveport, Louisiana 71101
Attention: R. Joseph Naus

EXHIBIT
3

RE: **Pre-Negotiation Letter Agreement:** Negotiating class treatment for the undersigned members of the ad hoc group of abuse survivors (together with any other person who may become a member of the ad hoc group, the “**Ad Hoc Group**”) and entering into a Restructuring Support Agreement (the “**RSA**”) with the Diocese of Alexandria, a Louisiana non-profit corporation (the “**Diocese**”).

Dear Ad Hoc Group:

The Ad Hoc Group represents a group of plaintiffs with claims of alleged sexual abuse (the “**Claims**”) against the Diocese and/or certain clergy members in the Diocese. The Claims have not been fully litigated and no judgments have been entered with respect thereto. The Parties (as defined below) desire to conduct the Negotiations (as defined below) with the purpose of avoiding litigation cost and expense and ensuring an equitable resolution of the Claims for each of the members of the Ad Hoc Group. The Ad Hoc Group desires to be treated as a class, rather than as individuals, for the purpose of this Agreement to ensure certain members are not treated more beneficially than others because such members prosecuted or settled his or her Claims first.

In order to ensure that discussions and negotiations among some or all of the members Ad Hoc Group and the Diocese (individually, a “**Party**” and collectively, the “**Parties**”) and their affiliates and authorized representatives, with respect to the status of the Ad Hoc Group’s class treatment and the execution of the RSA will be as open and productive as possible, we want to confirm our mutual understanding that all past discussions and negotiations, as well as all subsequent discussions and negotiations, have been and will be undertaken with a view toward compromise and settlement. Please execute a copy of this Pre-Negotiation Letter Agreement (“**Agreement**”) to indicate your agreement to be bound by the terms hereof and return it to the undersigned. The effective date of this Agreement shall be April 1, 2025 (the “**Effective Date**”):

1. **Negotiations.** The Parties agree that any and all prior and subsequent (through the Termination Date) discussions, negotiations, correspondence, communications, meetings among the Parties (including through virtual applications), statements, drafts of documents (including, without limitation, unexecuted drafts of this document), and any financial information or projections concerning the Diocese shared between the Parties before the Termination Date in relation to negotiating possible class treatment for the undersigned members of the Ad Hoc Group and entering into a Restructuring Support Agreement (collectively with any prior discussions, the “**Negotiations**”) shall be considered compromise and settlement negotiations and propositions made with a view to a compromise and settlement, and that all such Negotiations shall be protected accordingly and shall not be discoverable or admissible as evidence on any issue that may be before any court, arbitrator, or other tribunal. However, (from here to the end of this paragraph shall be known as the “**Negotiations Limitation**”) after the Termination Date, nothing in this definition of Negotiations or any other provision of this Agreement shall be construed to limit the obtaining, by any lawful means, including but not limited to any lawful discovery, of any information, data, documents or material that existed prior to the Effective Date of this Agreement or which was created after the Termination Date, and which was not created solely for the purposes of facilitating settlement discussions related to this Agreement between the Parties, even if some of this information, data, documents or material was incorporated into or referenced in Negotiations, and any information, data, documents or material so obtained may be used in any lawful manner before any court, arbitrator, or other tribunal. Per the foregoing, for the avoidance of doubt, just because information, data, documents or material that existed prior to the Effective Date and which would otherwise be discoverable is referenced or incorporated in communications or documents created for the Negotiations, does not mean that it cannot later be the subject of discovery request if settlement discussions do not successfully lead to mutually agreeable settlement terms; the Negotiations incorporating such data remain undiscoverable and inadmissible as settlement communications, but the incorporated data, in its standalone form, remains subject to discovery and use in any adjudication or proceeding. Of course, similarly, nothing in the definition of Negotiations or any other provision of this Agreement shall be construed to limit the right of any person, entity or group which is made subject to any such post-Termination Date discovery request for information, data, documents, etc., to raise any and all lawful objections or legal defenses, other than those based on the provisions of this Agreement, in opposition to any such efforts to obtain such information, documents, or data. Moreover, without limiting the foregoing, for the avoidance of doubt, nothing in this paragraph should be construed to have any effect, either positively or negatively, on the admissibility, in any proceeding, of information, data, documents or material already obtained by either the Diocese or any member of the Ad Hoc Group prior to the Effective Date through lawful discovery in any proceeding pending between the Diocese and any member or members of the Ad Hoc Group prior to the Effective Date.
2. **Confidentiality.** Reference is hereby made to that certain Confidentiality Agreement entered into between the attorneys of the Ad Hoc Group and the attorneys of the Diocese (the “**Confidentiality Agreement**”). Each of the Parties hereby acknowledges and agrees that the Negotiations are confidential in nature and that such Negotiations are subject in all respects to the Confidentiality Agreement.
3. **Stay of Prosecution.** From the Effective Date through the Termination Date (as defined below), the attorneys/members of the Ad Hoc Group shall exercise all good faith, practicable efforts to temporarily stay prosecution of all currently pending Claims against the Diocese and shall not file suit against the Diocese on account of any new Claims unless necessary to prevent the applicable prescriptive period or statute of limitations from barring any such new Claims; provided, however, that prosecution of any such

Pre-Negotiation Letter Agreement
between the Diocese of Alexandria and the Ad Hoc Group

new Claims shall be immediately stayed by the members of the Ad Hoc Group after the filing and service of the petition or complaint until the Termination Date. Similarly, the Diocese agrees to exercise all good faith, practicable efforts to temporarily stay active litigation conducted on its behalf in such proceedings from the Effective Date through the Termination Date. Provided, however, that nothing in this paragraph shall prevent any attorneys representing parties to lawsuits or other proceedings from responding to requests from the presiding tribunal or adjudicative officer for reports on status of the case or for other information or to otherwise comply with orders which do not require prosecution of any pending matters. Furthermore, to the extent any scheduling order or other order setting deadlines has been entered in a case, mediation or other proceeding implicated by this paragraph, or there are other deadlines under relevant rules or law in such as case, mediation or other proceeding, at the request of any member of the Ad Hoc Group in such a case, or at the request of the Diocese, such parties will work together in that case or mediation, in good faith, to jointly seek the extension of any deadlines to allow the parties to meaningfully engage in the Negotiations.

4. **Group Counsel Fees.** Subject to the provisions of Section 9 of this Agreement, the Diocese shall be responsible for the reasonable and documented fees and expenses (“**Legal Fees**”) of the Ad Hoc Group’s counsel: Wiener, Weiss & Madison, APC of Shreveport, Louisiana (“**Group Counsel**”). Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute any attorney-client relationship between Group Counsel and the Diocese and shall not constitute a waiver of the attorney-client privilege between Group Counsel and the Ad Hoc Group. Notwithstanding the foregoing, the Diocese shall only be responsible for such fees and costs as follows:
 - a. The Diocese shall, on the Effective Date, pay to Group Counsel a \$50,000.00 retainer (the “**Retainer**”). The Retainer may be applied by Group Counsel to the Legal Fees: (A) for Group Counsel’s time and expenses on or in connection with this matter before this Agreement was signed in an amount not more than \$15,000 (B) to the extent that the Diocese does not timely pay monthly Legal Fees as set forth in section 4(b) below, and (C) upon the effectiveness of the RSA, at the option of the Diocese, may be applied by Group Counsel to any remaining outstanding Legal Fees.
 - b. The Diocese will pay up to \$30,000 per month of Legal Fees. Group Counsel shall provide the Diocese with a redacted invoice by email to the Diocese and counsel to the diocese at the email addresses provided below in Section 11 for the Legal Fees each month during the term of this Agreement, and the Diocese shall pay the invoice within thirty (30) days of receipt of each such invoice. If the Diocese does not pay any invoice within thirty (30) calendar days of receipt or Group Counsel has reason to believe that a bankruptcy filing by or against the Diocese is imminent, then Group Counsel is authorized to use the Retainer to pay the invoice.
5. **Financial Advisor.** To the extent Ad Hoc Group has hired or hires a third-party financial advisor (“**Advisor**”), and subject to the terms of Section 9 hereof, the Diocese agrees to pay the Advisor up to \$15,000.00 per month within thirty (30) calendar days of receipt of Advisor’s invoice for Advisor’s services in reviewing the Diocese’s financial data in connection with the Negotiations. All such data provided to the Advisor shall constitute part of the Negotiations and be subject to this Agreement.
6. **Joinder of New Members.** If any person not then a member of the Ad Hoc Group or represented by counsel representing the Ad Hoc Group brings a Claim against the Diocese after the Effective Date, the Diocese shall send notice of the same to the Ad Hoc Group, and the Ad Hoc Group shall thereafter use

reasonable efforts to cause such persons and/or counsel to join the Ad Hoc Group and agree to the terms and conditions of this Agreement and the Confidentiality Agreement.

7. **Mediation.** To the extent the Parties mediate, such mediations shall be conducted by John W. Perry, Jr. of Baton Rouge, Louisiana, or any other person mutually agreeable to the Diocese and 51% of the then-members of the Ad Hoc Group (the “**Mediator**”). The Diocese agrees to pay 100% of the Mediator’s reasonable and documented fees and expenses with respect to such mediations.
8. **Information Requests.** The Ad Hoc Group may reasonably request information and documentation from the Diocese that is necessary for the Ad Hoc Group to evaluate proposals made by the Diocese and to prepare for mediation. The Diocese shall provide reasonable responses to the information and documentation requested by the Ad Hoc Group within a reasonable amount of time after receipt of any such request. Notwithstanding the foregoing, the Diocese shall not be required to (a) provide or produce information not within the custody of the Diocese or (b) create documents at the Ad Hoc Group’s request. During the term of this Agreement, the Parties agree that neither Party shall be entitled to the deposition of the other Party (including any members, officers, officials, or other employees or representatives thereof). For the avoidance of doubt, the information requests described in this Section 8 are not intended to be, and the Parties agree that such information requests are not, formal discovery nor are such information requests to be governed by any of the rules of evidence (whether of Louisiana, the United States of America, or any other jurisdiction) applicable to discovery requests and production except as set forth in Section 10 hereof.
9. **Termination; RSA to Supersede; Withdrawal**
 - a. Either Party may terminate this Agreement upon 21-days’ written notice to the other Party. Termination by the Ad Hoc Group shall require the affirmative vote of 51% of the then-members of the Ad Hoc Group. This Agreement shall terminate on the date that is 21 days after the date such written notice is received. During the period starting on the date such written notice is received by the non-terminating Party through and including the Termination Date (as defined below), the Diocese will continue to be responsible for and pay the Legal Fees and the fees of the Advisor (if any), but shall have no responsibility for any Legal Fees or Advisor fees incurred after the Termination Date.
 - b. If the Parties enter into a Restructuring Support Agreement after the Effective Date and the Parties agree that the Restructuring Support Agreement has been executed by 85% or more of the then-known claimants against the Diocese, on the date the Parties agree in writing that that milestone has been reached, such Restructuring Support Agreement shall supersede this Agreement and this Agreement shall terminate.
 - c. If the Parties do not enter into a Restructuring Support Agreement and the Diocese files a petition for relief under the United States Bankruptcy Code, this Agreement shall terminate upon the filing of the petition.
 - d. Similar to subsection 9(a), under subsections 9(b) and 9(c), the Diocese will continue to be responsible for and pay the Legal Fees and the fees of the Advisor (if any) incurred on or before the effective date of the terminations described in those subsections.
 - e. The date termination is effective under any of the 9(a), 9(b), or 9(c) is the “Termination Date.”

- f. Any individual member of/attorney in the Ad Hoc Group reserves the right to withdraw from the Ad Hoc Group upon seven (7) calendar days' written notice to the Diocese and to the Ad Hoc Group, which withdrawal shall not, on its own, terminate this agreement as between the Diocese and the remaining members of the Ad Hoc Group. Such withdrawal will have no impact on the Diocese' obligations, responsibilities and or agreements to pay Legal Fees and Advisor fees (if any). For the avoidance of doubt, and without limiting the foregoing, such a withdrawal, once effective after the seven (7) days' notice, will end any obligation of the withdrawn/former member of the Ad Hoc Group to stay prosecution under paragraph 3 herein, and, reciprocally, will end the obligation of the Diocese to stay active litigation under paragraph 3 as to (and only as to) the withdrawn/former member of the Ad Hoc Group, and, discovery between the Diocese and the withdrawn/former member of the Ad Hoc Group may proceed in accord with any applicable rules or laws outside of this Agreement.
- g. Notwithstanding termination or withdrawal under any of the foregoing, this Agreement shall remain effective to the extent necessary for Group Counsel to retain any and all rights under the Agreement to and related to the Retainer, including but not limited to the right to use all or any portion the Retainer to pay any unpaid Legal Fees owed to Group Counsel for legal services rendered prior to the Termination Date.

10. **Inadmissible Evidence.** The Negotiations are without prejudice and are not intended to be used in a court of law or in any related forum; provided, however, that nothing herein shall prevent any Party from relying on, introducing into evidence or enforcing the terms of this Agreement. In such an instance, the Parties agree that, except for the Diocese's signature page and the signature page of Group Counsel, all signature pages attached to this Agreement and any joinder shall be redacted to the extent this Agreement is filed in any proceeding. All evidence of conduct and communications of any nature whatsoever (whether written or oral, or express or implied) of any of the Parties that constitute Negotiations as defined by this Agreement, or in any meetings or correspondence relating to possible settlement or compromise of the Claims shall be inadmissible for any purpose whatsoever in any judicial or similar proceeding, or forum related thereto. The foregoing sentence is intended to be broader than the restrictions on admissibility contained in the applicable state law's Rules of Evidence and in Rule 408 of the Federal Rules of Evidence (and similar rules or doctrines of other jurisdictions). Furthermore, such, Negotiations shall not be used in any litigation to indicate culpability, weakness of position, admission of liability or admission of any obligations due and owing to or from any Party hereto. Nothing in this Agreement, however, shall eliminate or limit in any way whatsoever the rights of any Party to this Agreement in connection with any bankruptcy case filed by the Diocese under the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of any court, or any other applicable law. However, notwithstanding anything in this paragraph to the contrary, nothing in this paragraph shall be construed to limit or modify the Negotiations Limitation previously stated above, in paragraph 1, which is incorporated herein in full.

11. **Notices.** Notices under this Agreement to any Party shall be in writing and shall be transmitted using one of the following methods, at the sender's sole discretion: either (a) personally, (b) by U.S. certified mail return receipt requested, (c) by nationally-recognized overnight delivery service (such as FedEx or UPS), or (d) email; and any of the foregoing should be addressed to the relevant Party using the postal addresses and or email addresses (as relevant) set forth below or to an alternative postal address or email address if a Party has sent notice under this paragraph to the other Party notifying them in writing of the change of postal and or email address. Any communication hereunder will be deemed given and effective (a) when

actually received, in the case of hand delivery, (b) the next business day (*i.e.*, any day that is not a Saturday, Sunday, or legal holiday in the state of Louisiana) in the case of an overnight delivery service, (c) five (5) business days in the case of certified mail return receipt requested, and (d) on the date sent by email if sent before 5:00 pm local time of the recipient, and on the next business day if sent at or after 5:00 pm local time of the recipient, provided in such case that such sent email is kept on file (whether electronically or otherwise) by the sender and the sender does not receive a genuine automatically generated message from the recipient's email server that such email could not be delivered.

If to the Ad Hoc Group:

c/o Wiener, Weiss & Madison, A.P.C.
330 Marshall Street, Suite 1000
Shreveport, Louisiana 71101
Attn: R. Joseph Naus
Email: rjnaus@wwmlaw.com

and

c/o Wiener, Weiss & Madison, A.P.C.
445 Louisiana Avenue
Baton Rouge, Louisiana 70802
Attn: Patrick L. McCune
Email: pmccune@wwmlaw.com

If to Diocese:

Diocese of Alexandria:
4400 Coliseum Blvd.
Alexandria, LA 71303
Attn: David Brook
Email: dbrook@diocesealex.org

With a copy to (which shall not constitute notice):

Gold Weems Bruser Sues & Rundell, APLC
2001 MacArthur Dr.
Alexandria, LA 71301
Attn: Brad Drell
Email: bdrell@goldweems.com

and

Husch Blackwell LLP
4801 Main St., Ste. 1000
Kansas City, MO 64112
Attn: Mark Benedict
Email: Mark.Benedict@huschblackwell.com

12. **Miscellaneous.** This Agreement and the Confidentiality Agreement constitutes the entire agreement between the undersigned Parties concerning the Negotiations and supersedes all prior or contemporaneous representations or agreements not expressed herein. This Agreement shall inure to the benefit of and is binding upon the Parties and their respective heirs, successors and assigns. All Negotiations shall be governed by and subject to the terms of this Agreement. The terms of this Agreement may not be changed, waived, or modified orally, but only by an instrument or instruments in writing, signed by the Party against which enforcement of the change, waiver, or modification is asserted. Each Party executing this Agreement represents that such Party has the full authority to do so. This Agreement may only be amended by a writing which specifically states that it amends this Agreement and is duly executed by all of the Parties. Memoranda of meetings, summaries of proposed terms and notes of preliminary understandings shall have no effect whatsoever and shall not be binding on the Parties. Each Party signing below understands that this is a legally binding contract that affects such Party's rights. Each Party signing below represents to each of the other Parties that such Party has consulted with its own legal counsel with respect to the meaning of this Agreement, and that such Party is familiar with and understands the terms and provisions of this Agreement. Any title provided for a numbered paragraph is for convenience only and does not modify the meaning of the paragraph that follows such title.
13. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by the laws of the State of Louisiana, without regard to conflicts of laws principles. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, against the other Party in any way relating to this Agreement, in any forum other than the courts of the State of Louisiana sitting in Rapides Parish or any of the Courts of the United States in the Western District of Louisiana, including the United States District Court for the Western District of Louisiana and the United States Bankruptcy Court for the Western District of Louisiana, and any appellate court from any thereof, and each of the Parties irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that any such action, litigation, or proceeding may be brought in any such Louisiana state court or, to the fullest extent permitted by applicable law, in such federal court. Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any such court referred to in this Section. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
14. **Reservation of Rights.** Notwithstanding this Agreement or the provisions hereof, each of the Parties hereby expressly reserve all rights and remedies with respect to the Claims, including, but not limited to, any counterclaims related thereto and this Agreement shall not be construed to prejudice or otherwise impair any such rights and remedies, except as expressly provided herein.
15. **Counterparts.** This Agreement may be executed in one or more counterparts or counterpart signature pages attached to one copy of this Agreement, each of which shall constitute an original and all of which taken together shall constitute one agreement. Documents executed, scanned (in PDF or similar reprographic format), and/or executed (and, as appropriate, witnessed and/or notarized) electronically using electronic signature software (e.g., DocuSign or similar software), or similar methods (each a method of “**Electronic Execution**”) and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures. The Parties agree that this Agreement may be

accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed and the Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the Diocese. The Parties (a) consent to the Electronic Execution of the Agreement and the use of electronic signatures, (b) intend to be bound by the signatures on any document delivered via Electronic Execution; (c) are aware that the other party will rely on such Electronic Execution and electronic signatures; and (d) waive any defenses to the enforcement of the terms of this Agreement based on Electronic Execution or electronic signatures.

Very truly yours,

GOLD, WEEMS, BRUSER, SUES & RUNDELL

/s/Bradley L. Drell

Bradley L. Drell for

DIOCESE OF ALEXANDRIA,

a Louisiana non-profit corporation

[Signatures Continued on Following Pages]

ACKNOWLEDGED AND AGREED TO:

Date: April 17, 2025

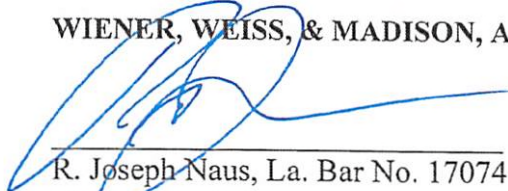
WIENER, WEISS, & MADISON, A.P.C.


Patrick L. McCune, La. Bar No. 31863
445 Louisiana Avenue
Baton Rouge, Louisiana 70802
Telephone: (225) 910-8084
Email: pmccune@wwmlaw.com

Counsel for the Ad Hoc Group

Date: April 17, 2025

WIENER, WEISS, & MADISON, A.P.C.


R. Joseph Naus, La. Bar No. 17074
P.O. Box 21990
Shreveport, Louisiana 71120-1990
Telephone: (318) 226-9100
Email: rjnaus@wwmlaw.com

Counsel for the Ad Hoc Group

[Signatures Continued on Following Pages]

This page shall serve as the form for signatures of the members of the Ad Hoc Group.

It may be duplicated as many times as necessary for additional members of the Ad Hoc Group to use as their signature page for the Pre-Negotiation Letter Agreement between the Diocese of Alexandria and the Ad Hoc Group.

ACKNOWLEDGED AND AGREED TO:

AD HOC GROUP MEMBER:

Date: _____

Signature: _____

Printed name: _____

Title or Firm: _____

Address: _____

Phone: _____

Email: _____

GOLD, WEEMS, BRUSER, SUES & RUNDELL

April 17, 2025

Page 10

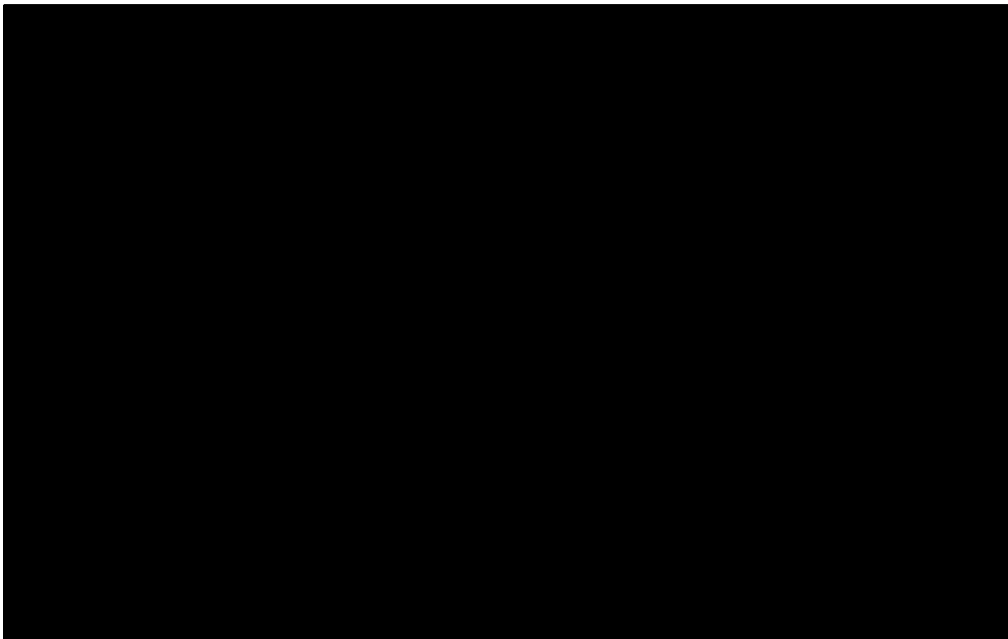
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ACKNOWLEDGED AND AGREED TO:

AD HOC GROUP MEMBER:



GOLD, WEEMS, BRUSER, SUES & RUNDELL

April 17, 2025

Page 10

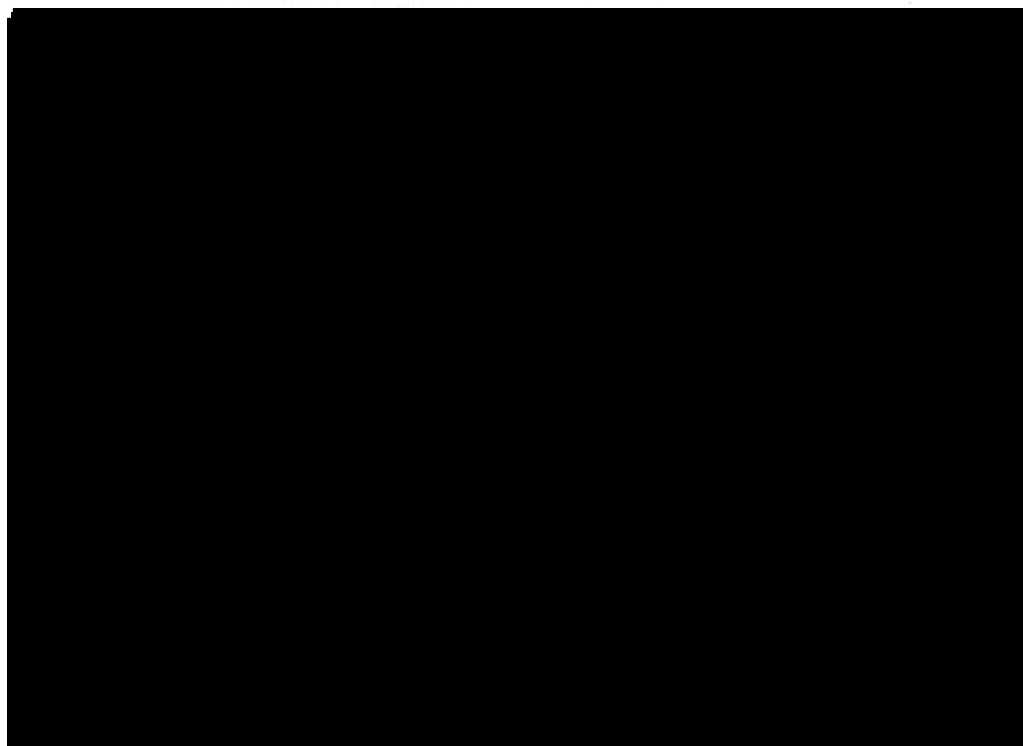
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AD HOC GROUP MEMBER:

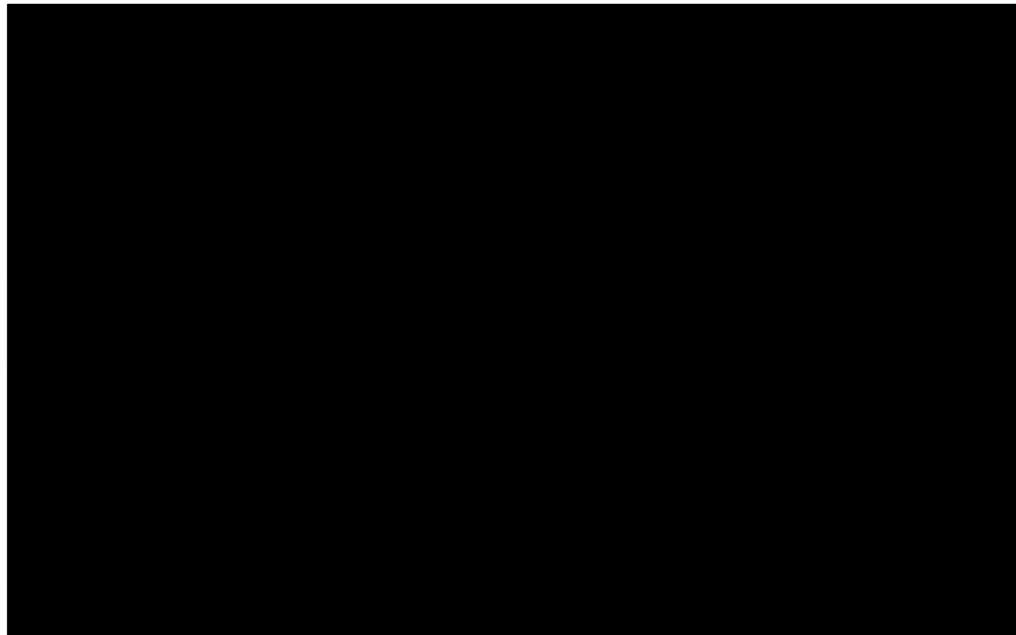


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AD HOC GROUP MEMBER:

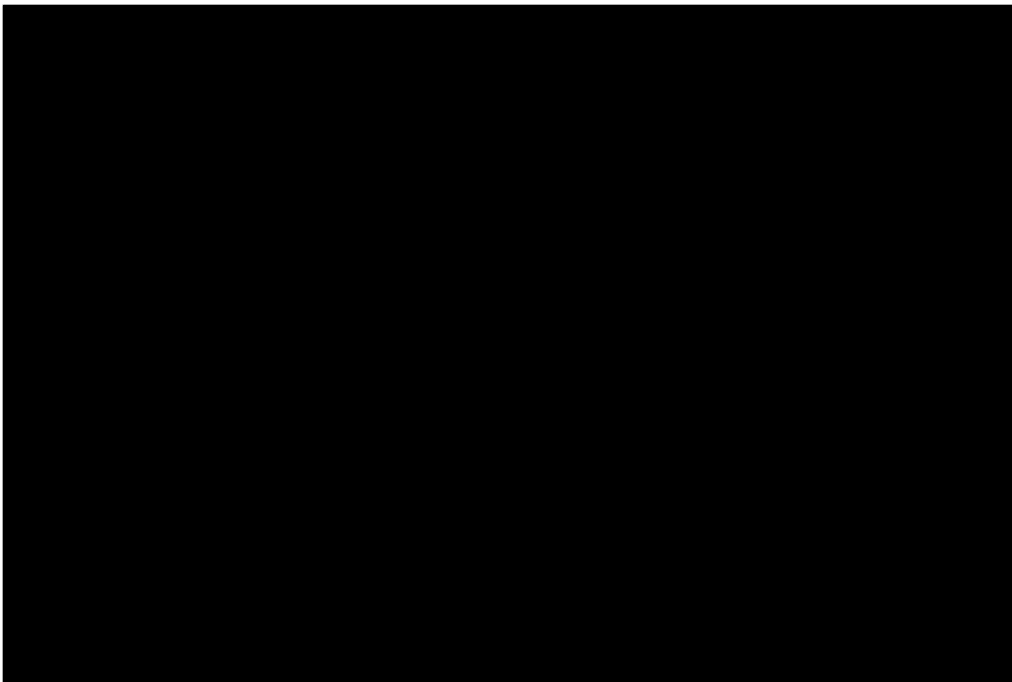


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AD HOC GROUP MEMBER:

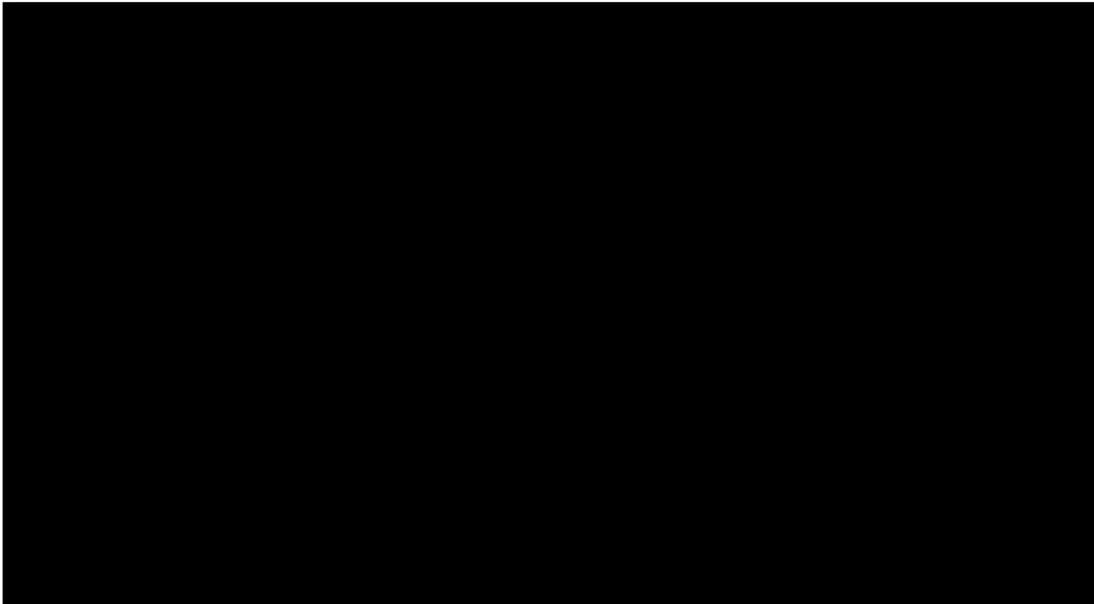


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ACKNOWLEDGED AND AGREED TO:

AD HOC GROUP MEMBER:

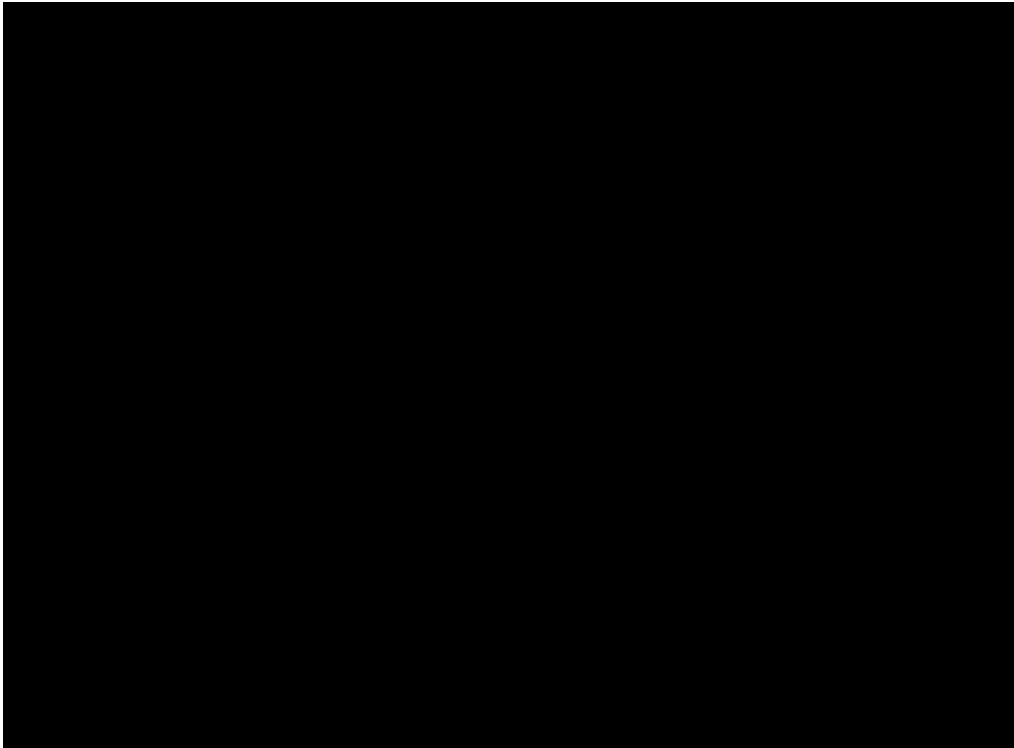


This page shall serve as the form for signatures of the members of the Ad Hoc Group.

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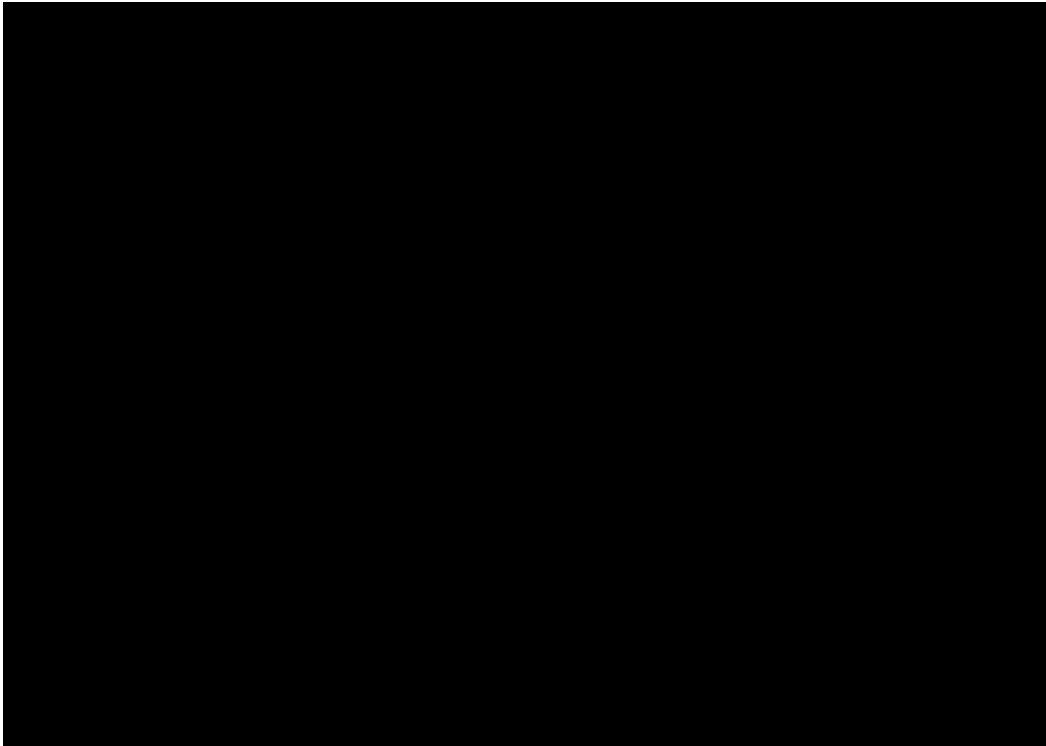


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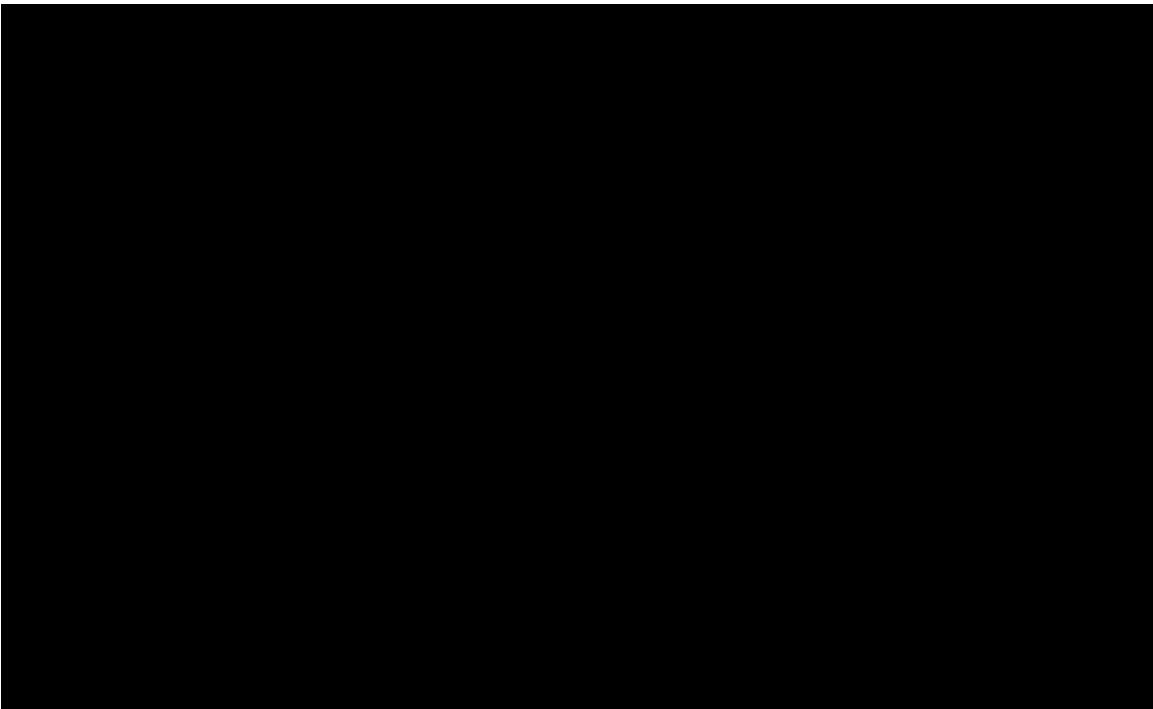


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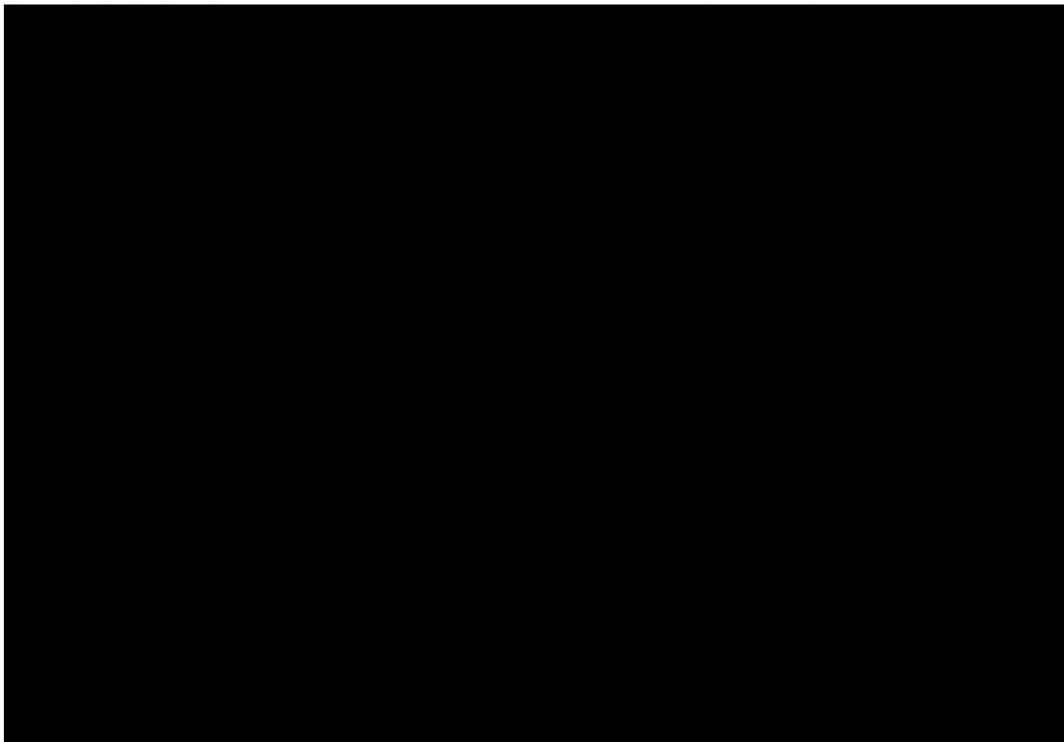


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AD HOC GROUP MEMBER:



GOLD, WEEMS, BRUSER, SUES & RUNDELL

April 17, 2025

Page 10

Pre-Negotiation Letter Agreement

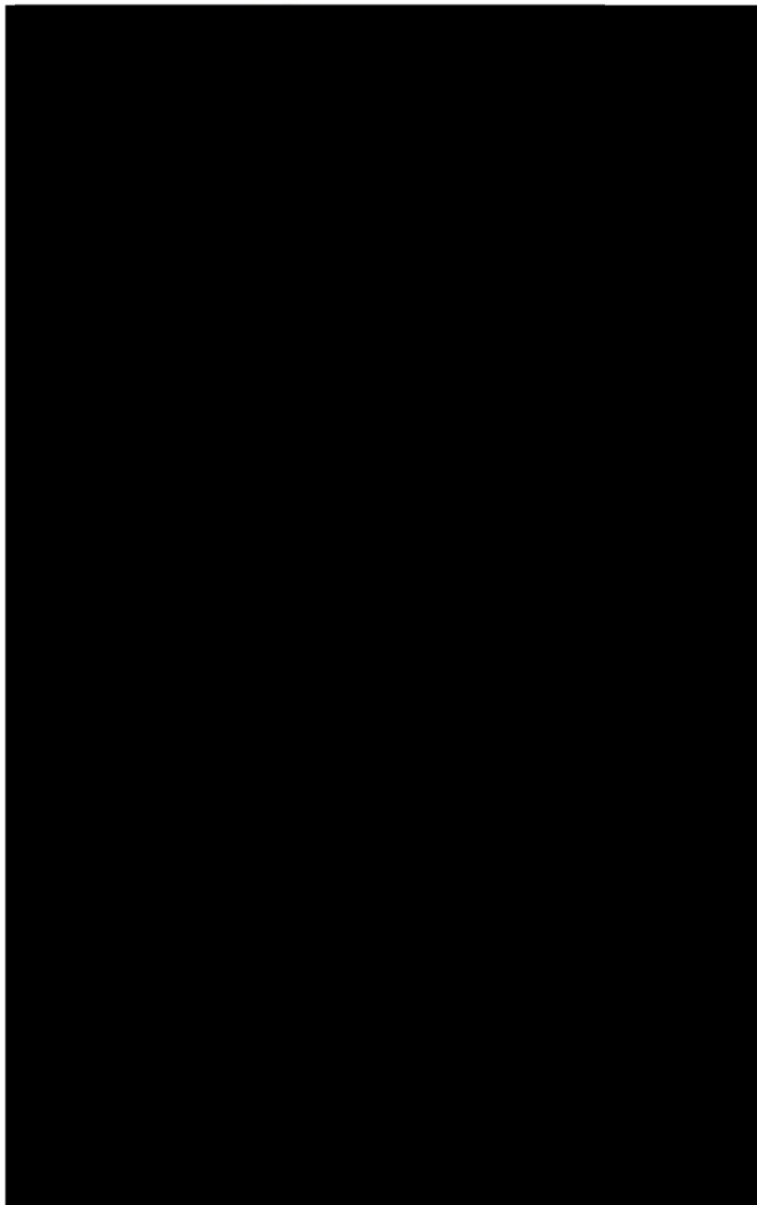
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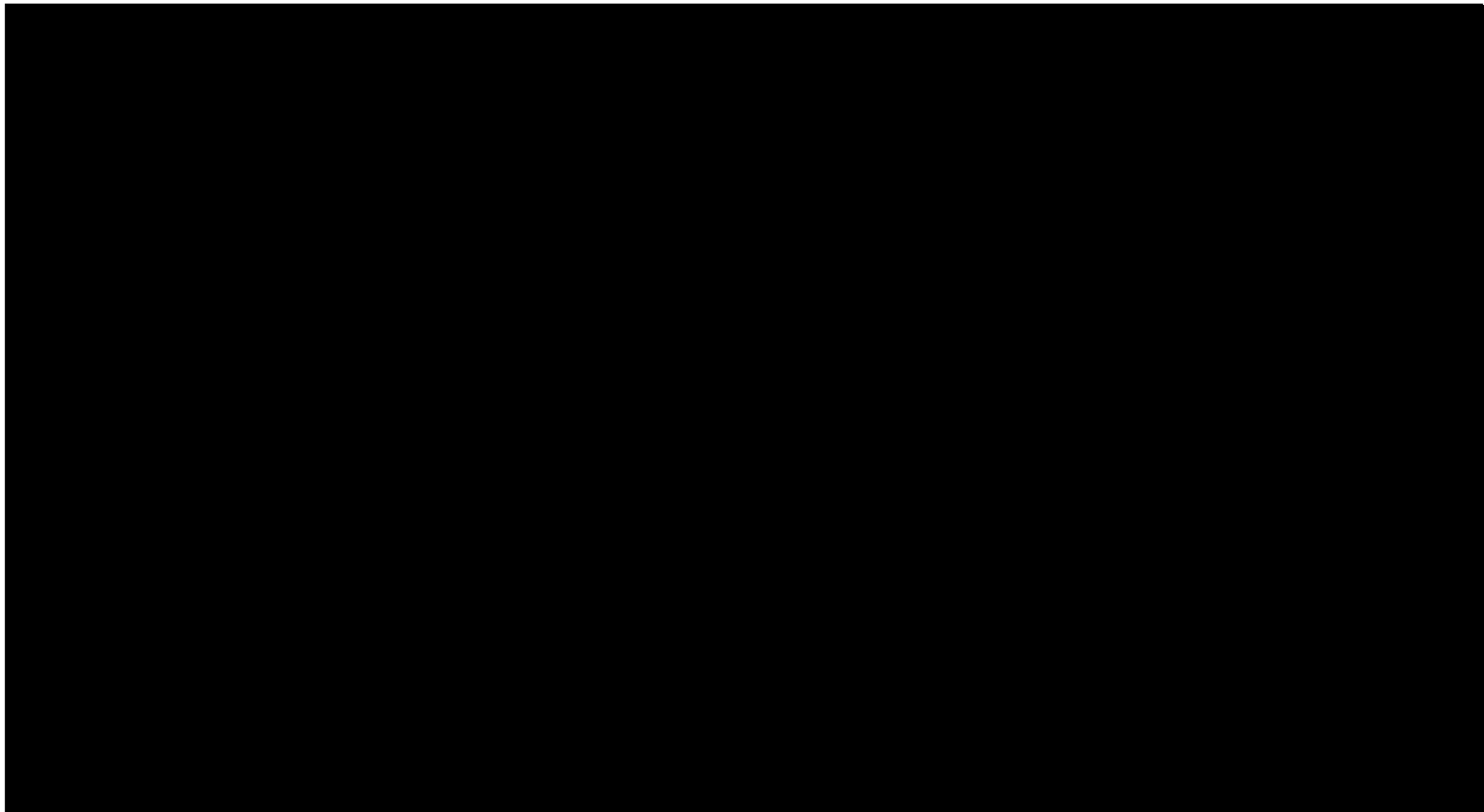


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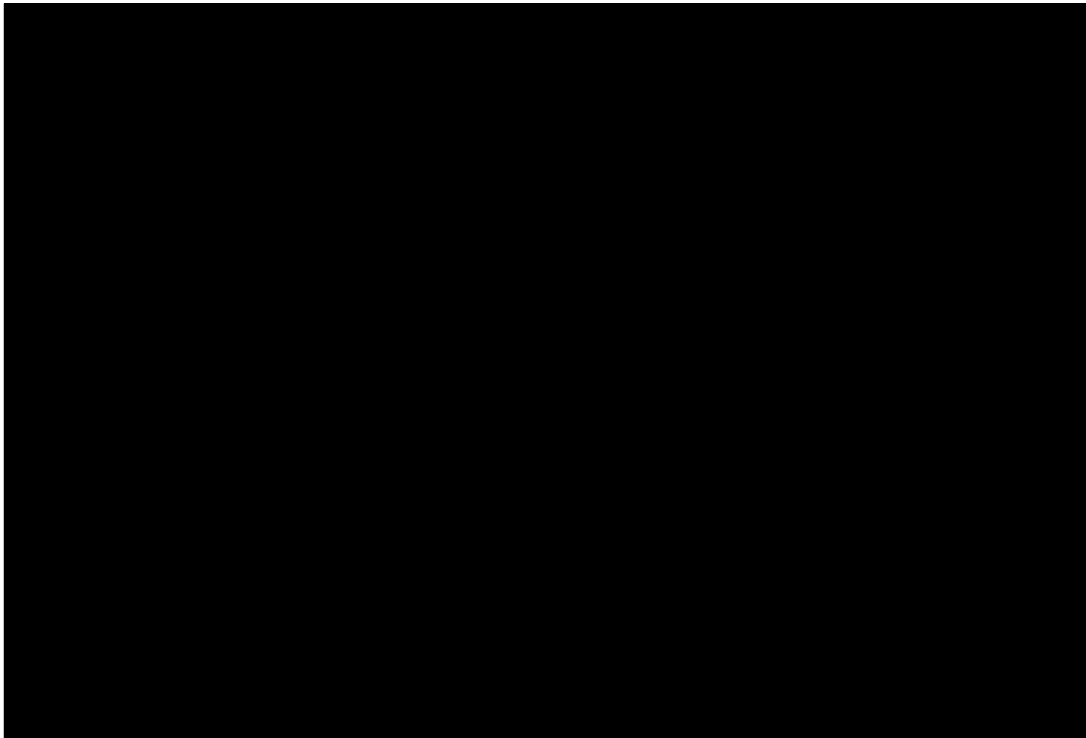


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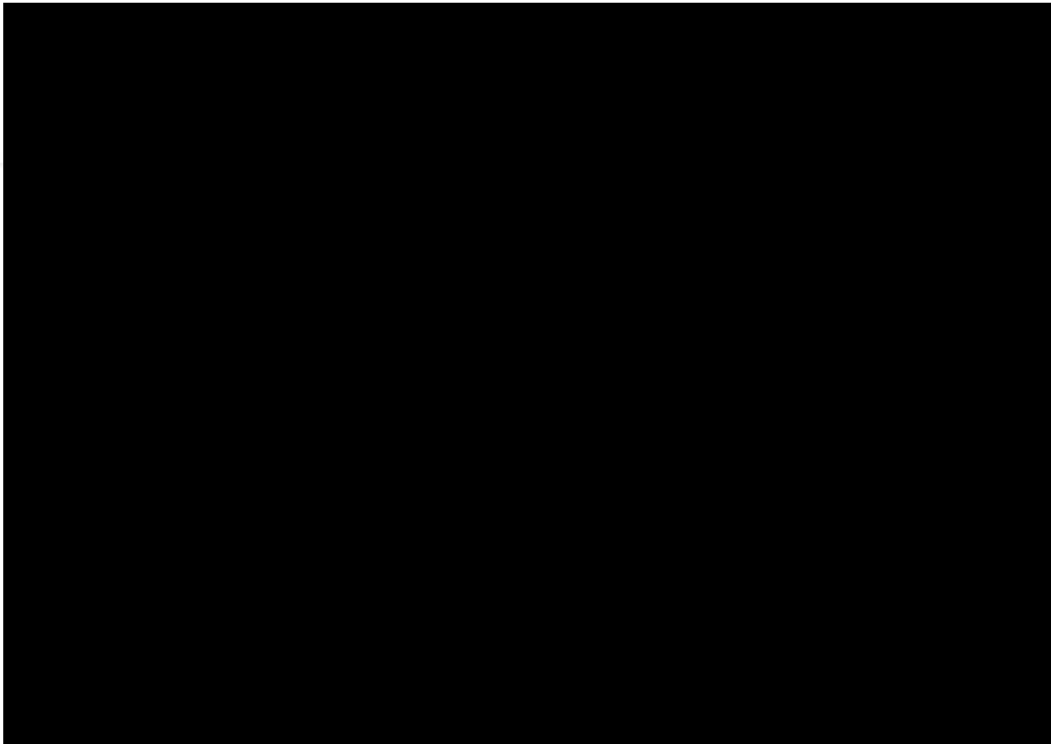


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ACKNOWLEDGED AND AGREED TO:

AD HOC GROUP MEMBER:



LEO GOLD (1907 - 1987)
GEORGE B. HALL (1924 - 1971)
PEGGY D. ST. JOHN (1953 - 2017)
F. A. LITTLE, JR. (1937 - 2024)

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RANDALL L. WILMORE
DORRELL J. BRISTER^{1,2,3}
GREGORY B. UPTON
RANDALL M. SEESER
MICHAEL J. O'SHEE
BRANDON A. SUES
TREVOR S. FRY^{2,5}
BRADLEY L. DRELL⁴
STEVEN M. OXENHANDLER
STEPHEN A. LAFLEUR
HEATHER M. MATHEWS²
B. GENE TAYLOR, III
LESLIE E. HALLE³
EVELYN I. BREITHAUP²
JOSHUA J. DARA, JR.
R. MORGAN BRIGGS

GOLD WEEMS

BRUSER SUES & RUNDELL

CELEBRATING 75 YEARS OF EXCELLENCE

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CONNER L. DILLON
DANIEL T. MARLER
CALEB J. O'CONNELL
AMBER L. LABORDE

OF COUNSEL
CAMILLE F. GRAVEL (1915 - 2005)
HENRY B. BRUSER, III
EUGENE J. SUES
EDWARD E. RUNDELL²

¹ SPECIALIST IN TAXATION, CERTIFIED BY
LA BOARD OF LEGAL SPECIALIZATION
² ALSO ADMITTED IN TEXAS
³ SPECIALIST IN ESTATE PLANNING &
ADMINISTRATION, CERTIFIED BY LA BOARD
OF LEGAL SPECIALIZATION
⁴ SPECIALIST IN BUSINESS BANKRUPTCY,
CERTIFIED BY LA BOARD OF LEGAL
SPECIALIZATION
⁵ ALSO ADMITTED IN MONTANA

EXHIBIT

4

October 23, 2025

Re: Amendment No. 1 to the Pre-Negotiation Letter Agreement, dated April 17, 2025
("Agreement").

This amendment to the Agreement is agreed to by the parties to the Agreement (collectively "Parties"), the Diocese of Alexandria, a Louisiana non-profit corporation ("Diocese"), represented by its counsel; along with all current signatories to the Agreement, as members of the Ad Hoc Group, which have the Agreement and have expressed no objection to this amendment to it, as certified by the signature of the Ad Hoc Group chairperson, J.R. Whaley below, as well as by the signatures of certain partners of Wiener, Weiss & Madison, A.P.C. (WW&M), counsel for the Ad Hoc Group. Accordingly, this amendment to the Agreement shall be effective retroactive to the date of the Agreement, and shall, with the original Agreement, be considered part of one, single collective Agreement.

1. Notwithstanding anything to the contrary in the Agreement or any document incorporated into it, the following provision is incorporated into the Agreement and supersedes and takes precedent over any contrary provision in the Agreement:

- a. WW&M has advised the Diocese that it considers the attorneys who signed the Agreement and who represent one or more plaintiffs ("Plaintiffs") with a claim or claims ("Claims") of alleged sexual abuse against the Diocese and potentially one or more other persons or entities, and/or certain former priests that worked in the Diocese to be WW&M's clients and the members of the Ad Hoc Group, and not the underlying Plaintiffs themselves. WW&M has further advised that while the Plaintiffs' attorneys are members of the Ad Hoc Group in connection with the representation of their respective clients, the Plaintiffs are not, directly or indirectly, members of the Ad Hoc Group themselves and are not represented by WW&M.
- b. Attorneys who represent one or more Plaintiffs with one or more Claims are eligible to join the Ad Hoc Group by signing the requisite signature page of the Agreement.

- c. The members of the Ad Hoc Group have retained WW&M to provide legal advice to the members of the Ad Hoc Group regarding possible class treatment of the Plaintiffs and their Claims in a possible bankruptcy which may be filed by the Diocese, a possible Restructuring Support Agreement related to that bankruptcy, and general bankruptcy matters related thereto, to assist the members of the Ad Hoc Group in making their own, independent decisions about a bankruptcy filing by the Diocese in representing their respective clients.
 - d. WW&M has advised the Diocese that there is an attorney-client relationship between WW&M, including but not limited to attorneys R. Joseph Naus and Patrick Lawrence McCune, and the Ad Hoc Group and its individual members in their role as members of the Ad Hoc Group, for the purposes of WW&M's providing the legal representation described above to the members of the Ad Hoc Group, and that, accordingly, along with all other rights and privileges afforded such a legal relationship, communications between WW&M and the members of the Ad Hoc Group in furtherance of the foregoing legal representation, is subject to the attorney-client privilege and the work product doctrine. The Diocese agrees that it will not challenge a claim of attorney-client privilege or attorney work product based on the nature of the relationship of the Ad Hoc Group and WW&M as identified in this correspondence/amendment in any bankruptcy or subsequent litigation.
 - e. All Parties herein acknowledge that the Agreement does not establish an attorney-client relationship between WW&M and the Plaintiffs represented by the attorneys who are members of the Ad Hoc Group. The Diocese agrees that it will not seek to disqualify WW&M based on the nature of the relationship of the Ad Hoc Group and WW&M as identified in this correspondence/amendment in any bankruptcy or subsequent litigation. Further, the Diocese will not oppose WW&M from seeking retention as counsel for an official committee of unsecured creditors in any bankruptcy based on the nature of the relationship of the Ad Hoc Group and WW&M as identified in this correspondence/amendment.
 - f. The Diocese agrees that the fees and expenses incurred by WW&M in connection with the nature of the relationship of the Ad Hoc Group and WW&M as identified in this correspondence/amendment are compensable under the Agreement.
2. Notwithstanding anything to the contrary in the Agreement or any document incorporated into it, the following provision is incorporated into the Agreement and supersedes and takes precedent over any contrary provision in the Agreement:
- a. The Parties acknowledge that despite the stay of prosecution described in paragraph 3 of the original Agreement, the Diocese and members of the Ad Hoc Group may mutually agree to permit any party to any litigation stayed in accord with the

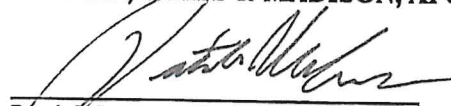
Agreement to take any action or step in prosecution or defense of that litigation without violating the Agreement.

3. **Counterparts.** This amendment to the Agreement may be executed in one or more counterparts or counterpart signature pages attached to one copy of this amendment to the Agreement, each of which shall constitute an original and all of which taken together shall constitute one single amendment to the Agreement. Documents executed, scanned (in PDF or similar reprographic format), and/or executed (and, as appropriate, witnessed and/or notarized) electronically using electronic signature software (e.g., DocuSign or similar software), or similar methods (each a method of “**Electronic Execution**”) and transmitted electronically shall be deemed original signatures for purposes of this amendment to the Agreement and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures. The Parties agree that this amendment to the Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed and the Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the Diocese. The Parties (a) consent to the Electronic Execution of this amendment to the Agreement and the use of electronic signatures, (b) intend to be bound by the signatures on any document delivered via Electronic Execution; (c) are aware that the other party will rely on such Electronic Execution and electronic signatures; and (d) waive any defenses to the enforcement of the terms of this amendment to the Agreement based on Electronic Execution or electronic signatures.

[Signature Page Follows]

Diocese of Alexandria
October 23, 2025
Page 4

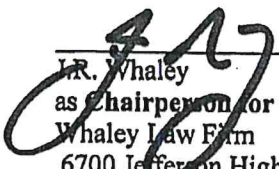
WIENER, WEISS & MADISON, APC


Patrick L. McCune, La. Bar No. 31863
445 Louisiana Avenue
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Email: pmccune@wwmlaw.com

and

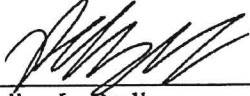

R. Joseph Naus, La. Bar No. 17074
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Telephone: (318) 226-9100
Email: rjnaus@wwmlaw.com

Counsel for the Ad Hoc Group


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as Chairperson for the Ad Hoc Group
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Baton Rouge, LA 70806
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Diocese of Alexandria
October 23, 2025
Page 5

GOLD WEEMS BRUSER SUES & RUNDELL



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Email: bdrell@goldweems.com

Counsel for the Diocese of Alexandria

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION**

IN RE:

CASE NO. 25-31257

DIOCESE OF ALEXANDRIA

DEBTOR

CHAPTER 11

**ORDER GRANTING THE APPLICATION OF THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS TO EMPLOY WIENER, WEISS & MADISON, A
PROFESSIONAL CORPORATION, AS COUNSEL
AND ITS REQUEST FOR RELATED RELIEF**

Considering the *Application Of the Official Committee of Unsecured Creditors to Employ Wiener, Weiss & Madison, A Professional Corporation, as Counsel and its Request for Related Relief* (D.E. ____ , the “Application”) filed by the Official Committee of Unsecured Creditors appointed in this case on November 21, 2025, by the United States Trustee (D.E. 94) (the “Committee”), seeking authority to employ Wiener, Weiss & Madison, A Professional Corporation (“WWM”), to represent the Committee in these proceedings under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), the Declaration of R. Joseph Naus, and other supporting documentation filed by the Committee in support of the Application, the record of this case, the relevant law, and given that there was no objection filed thereto,

IT IS ORDERED that the Application is GRANTED.

IT IS FURTHER ORDERED that pursuant to 11 U.S.C. §§ 328(a) and 1103, the Committee is authorized to retain and employ WWM as its counsel in this matter, nunc pro tunc to and effective as of October 31, 2025.

IT IS FURTHER ORDERED that WWM shall apply for compensation from the estate for all professional services rendered and for reimbursement of any expenses incurred in connection with this employment, from and after October 31, 2025, as an administrative expense and as authorized by and in compliance with sections 330 and 331 and other relevant provisions of the Bankruptcy Code, any applicable provisions of the Bankruptcy Rules, the Local Rules, 25-31257 - #202-5 File 12/23/25 Enter 12/23/25 20:23:13 Proposed Order Pg 1 of 2

and any relevant orders of this Court.

###

Respectfully submitted,

By: _____

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Patrick L. McCune (La.#31863)
pmccune@wwmlaw.com
445 Louisiana Avenue
Baton Rouge, Louisiana 70802
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AND

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Tel: 318-226-9100
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*Proposed Counsel to the Official
Committee of Unsecured Creditors*